

PROFESSIONAL SERVICES AGREEMENT

**OFFICE OF THE INDEPENDENT INSPECTOR GENERAL CASE
MANAGEMENT SOLUTION**

BETWEEN



COOK COUNTY GOVERNMENT
OFFICE OF THE INDEPENDENT INSPECTOR GENERAL

AND

COLUMN TECHNOLOGIES, INC.

CONTRACT NO. 1418-13402

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

JUL 29 2015

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Exhibit 3	GLOBAL MASTER LICENSE AGREEMENT
Exhibit 4	Software Support Agreement
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Column Technologies, Inc. an Illinois corporation with offices at 10 E 22nd Street, Suite 300, Lombard, IL 60148-6109, doing business as a Corporation of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on the 29th day of July, 2015, as evidenced by Board Authorization letter attached hereto as EXHIBIT "6".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Office of the Independent Inspector General Case Management Solution. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated into and made a part of this Agreement by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it

and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Department" means the Cook County Using Department.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" means any person or entity with whom Consultant contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Consultant.

b) Interpretation

i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

vii) Unless otherwise stated, this Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Articles 1 through 12 of the Agreement
2. Exhibit 1 Statement of Work
3. Exhibit 2 Schedule of Compensation
4. Exhibit 3 GLOBAL MASTER LICENSE AGREEMENT

- 5. Exhibit 4 Software Support Agreement
- 6. Exhibit 5 Evidence of Insurance
- 7. Exhibit 6 Board Authorization

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1 Statement of Work
- Exhibit 2 Schedule of Compensation
- Exhibit 3 GLOBAL MASTER LICENSE AGREEMENT
- Exhibit 4 Software Support Agreement
- Exhibit 5 Evidence of Insurance
- Exhibit 6 Board Authorization

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Department may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of

the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) Salaries and Wages

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

f) Insurance

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

(a) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
\$500,000 each Accident
\$500,000 each Employee
\$500,000 Policy Limit for Disease

(b) Commercial General Liability Insurance

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Completed Operations Aggregate	\$ 2,000,000

The General Liability policy shall include the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insureds clause

(c) Commercial Automobile Liability Insurance

When any vehicles are used in the performance of this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property

damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) Excess Liability

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence:	\$1,000,000
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General Aggregate

\$1,000,000

(e) **Professional / Technology Errors and Omissions Liability**

Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than

\$2,000,000 with a deductible of not more than \$100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage, or extended reporting following the expiration or termination of this contract, shall be maintained by the Contractor for a minimum of three years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal.

Subcontractors performing services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms in this section.

(f) **Network Security & Privacy Liability (Primary and Excess)**

Coverage for, but not limited to, Privacy and Security breaches, Service Interruption with minimum policy limits of \$2,000,000 in the aggregate. Subcontractors performing services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms in this section.

- (a) Any retroactive date or prior acts exclusion must be predated both the date of this agreement and any earlier commencement of any services.
- (b) Coverage must be maintained for a minimum of two (2) years after final completion of the services or work provided by the vendor

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, must name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. Contractor's insurance shall be primary and non-contributory with any insurance maintained by Cook County.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty

(30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(d) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) **Indemnification**

Except for Infringement Claims and to the extent arising out of Contractor's acts or omissions, or the acts or omissions of its subcontractors or other agents, the Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees

of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

If a third party asserts a claim against County asserting that County's use of a Product in accordance with this Agreement violates that third-party's patent, trade secret or copyright ("Infringement Claim"), then Consultant will, at its own expense: (a) defend or settle the Infringement Claim; and (b) indemnify County for any damages finally awarded against County, but only if: County promptly notifies Consultant of any Infringement Claim, Consultant retains, subject to Illinois law, sole control of the defense of any Infringement Claim and all negotiations for its settlement or compromise, and County provides all reasonable assistance requested by Consultant.

Consultant's obligations above will not apply if the Infringement Claim is based on (i) the use of Product in combination with products not supplied or approved by Consultant in writing or in the Product's user manuals, or (ii) the failure of County to use any updates to such Product within a reasonable time after such updates are made available to County. If Consultant believes a Product may violate a right, then Consultant will, at its expense: (a) modify the Product, or (b) procure the right to continue using the Product, and if (a) or (b) are not commercially reasonable, terminate County's right to use the Product and (1) for any perpetual licenses, issue a refund based upon the applicable license fees paid; and (2) for any non-perpetual licenses, release County from its obligation to make future payments for the Product or issue a pro rata refund for any fees paid in advance.

h) Confidentiality and Ownership of Documents

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

Ownership of Documents

(i) Grant. Consultant grants County an irrevocable, perpetual, non-exclusive, non-transferable non-sublicensable license to use and modify all software, software products, programming, documentation, reports and any other deliverables that Column delivers through the Services provided under this Agreement ("Deliverables") solely for its own internal use (and only to the extent necessary for the County's internal use, for the use of its contractors, including but not limited to hosting providers, and other agents and prospective agents) in accordance with the terms of this Agreement.

(ii) Ownership. Notwithstanding Consultant's license grant to County in h) (i) , Consultant owns all right, title and interest in the Deliverables and all intellectual property rights embodied therein. There is no transfer to Consultant of any rights to County's Confidential Information, or County's Software, except that the Consultant shall have a limited license to use the County's Confidential Information and County's Software, but only to the extent necessary to perform the Services; also provided that County retains ownership of all derivatives to the Deliverables that the County causes to be created. Additionally, neither party shall acquire any rights in the other party's or its affiliates' or its or their suppliers' software, methods, know-how or other intellectual property, regardless of whether such intellectual property was created, used or first reduced to practice in tangible or intangible form in the course of performance of the Services, whether solely by Consultant or jointly with County.

(iii) Pre-Existing Technology. Any software scripts, routines, libraries or other code, or tools, methodologies, documentation, processes, or technologies used by either prior to the effective date of the applicable SOW (collectively, the "Pre-Existing Technology"), shall remain the sole property of such party. Pre-Existing Technology delivered by Consultant as part of Custom Owned Development will be deemed a licensed "Deliverable" under Article 3(h) of this Agreement.

Confidentiality

1 Definition, Exclusions. Each party agrees that at all times during the term of this Agreement, and thereafter, each party will hold in confidence, and will not, other than for purposes of this Agreement, use or disclose to any third party any Confidential Information of the other party. The term "Confidential Information" shall mean all non-public information that each party designates as being confidential, which under the circumstances of disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation and information received from others that either party is obligated to treat as confidential. "Confidential Information" does not include information that was (a) previously known without restriction, (b) received from a third party without restriction, (c) independently developed without use of the Confidential Information, or (d) information that becomes publicly available through no fault of the receiving party. "Confidential Information" also does not include: (e) the terms of this Agreement and (f) other information that is considered public record pursuant the Ordinances of Cook County or the statutory law of the State of Illinois .

2 Obligations. The recipient of Confidential Information agrees to exercise reasonable care to protect Confidential Information from unauthorized disclosure, which care shall not be less than the recipient exercises to protect its own confidential information. The recipient may disclose Confidential Information only to its employees or agents who need to know such information and shall require such employees or agents to comply with the obligations of confidentiality; provided that where the Consultant possesses "Confidential Information" in the form of investigative or similar information of the Office of the Independent Investigator of Cook County, the Consultant shall be held to the standard of a fiduciary.

For purposes of this Agreement, "County Data" means all data provided by the County to Consultant, provided by third parties to the Consultant for purposes relating to this Agreement, or otherwise encountered by Consultant for purposes relating to this Agreement, including, without

limitation, all data sent to Consultant by the County and/or stored by Consultant on any media relating to the Agreement, including metadata about such data. To the extent there is any uncertainty as to whether any data constitutes County Data, the data in question shall be treated as County Data.

County Data, or any derivatives thereof, provided to Consultant or contained in any Consultant repository shall be and remain the sole and exclusive property of the County and shall be Confidential Information of the County. Data created or collected from a third party on behalf of the County by the Consultant as part of this agreement, shall become the property of the County. Consultant is provided a license to County Data hereunder for the sole and exclusive purpose of providing services under this agreement, including a limited non-exclusive, non-transferable license to store, record, transmit, and display County Data only to the extent necessary in the provisioning of the services under this agreement. Except for approved sub-Consultants,

Consultant is prohibited from disclosing County Data to any third party without prior, specific written approval from the County. Consultant shall not use the County Data for any purpose other than that of rendering the Services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit County Data. Consultant shall not possess or assert any lien or other right against or to County Data.

All County Data, both in motion and at rest, shall be stored only within the continental United States.

Consultant shall implement appropriate measures ("Data Security") designed to ensure the confidentiality and security of County Data, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the County or an individual identified with the data or information in Consultant's custody. County Data shall only be utilized on a need-to-know basis for the purposes of performing Consultant's obligations under this agreement. The confidentiality obligations set forth in this agreement shall survive the duration of this agreement and continue indefinitely.

Consultant agrees, upon request, to furnish to the County with a description of its Data Security and the steps Consultant has taken to prevent unauthorized access to, use of or disclosure of County Data. Consultant agrees to allow representatives of the County access to Consultant's third party attestations of security compliance as such certifications are renewed annually and made generally available for all of Consultants customers.

Consultant's Data Security shall use a widely accepted assurance framework (e.g., ISO, NIST), for IT governance and security controls. Consultant shall regularly, and no less than annually, test and update its Data Security; and shall tender the results of any such tests to the County upon County's reasonable request. Where applicable to Consultant or County Data, Consultant shall also comply with, and provide certification of compliance with, relevant industry standards, including as applicable, standards of the Payment Card Industry Security Standards Council.

i) Patents, Copyrights and Licenses

If applicable, Contractor shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

j) Examination of Records and Audits

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and

other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontract Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the names of any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors

shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

l) Security and Privacy for Application Development

Consultant shall tender the Deliverables according to industry best practices and in a manner that reasonably protects the security, confidentiality and privacy of County Data and any individuals who may be considered data subjects as to the County, Deliverables, or County Data. At a minimum, and not to the exclusion of any industry best practice, Consultant shall tender the Deliverables in conformance with the following standards where technologically applicable: Microsoft Secure Coding Guidelines for the .NET Framework, CERT Secure Coding Standards, and OWASP Secure Coding Principles. Furthermore, Consultant's coding practices shall follow the principles of privacy by design and the Federal Trade Commission's Fair Information Practice Principles.

m) Incident Response

Consultant shall create and implement an incident response plan ("Incident Response Plan") addressing a third party's unauthorized access to County Data ("Data Breach"). The Incident Response Plan shall, at a minimum: (a) meet all legal requirements and any applicable industry-standard best practices; (b) require that Consultant immediately notify the County where it has reason to know that a Data Breach may have occurred; (c) require annual testing and preparedness exercises; and (d) specify that Consultant shall investigate, respond to, and mitigate Data Breaches, but shall coordinate such response and mitigation with the County. The Incident Response Plan shall be subject to the County's approval. Consultant shall provide a copy of the Incident Response Plan to the County upon execution of the Agreement.

n) Data Retention and Disposition

Consultant shall retain County Data in compliance with laws pertaining to the County, including but not limited to the Local Records Act and the rules promulgated thereunder. Under no circumstances may Consultant delete or dispose of County Data without County's prior, express, written approval. Under no circumstances, and regardless of any breach of this contract by any party, shall Consultant prevent, or fail to allow, the County's access to County Data or the County's retrieval of County Data. All County Data must be stored only on computer systems located in the continental United States.

Upon termination of this Agreement or upon County's prior, express, written instruction, Consultant shall erase, destroy, and render unreadable County Data in its possession in accordance with this section. Rendering County Data unreadable must prevent its physical reconstruction through the use of commonly available file restoration utilities. Certification in writing that these actions have been completed must be provided within 30 days of the termination of this Agreement or within 7 days of a request of an agent of the County, whichever shall come first. Additionally, where the County approves disposal of County Data, the Consultant agrees that prior to disposal or reuse, all magnetic media that contained County Data shall be submitted to a data sanitization process which meets or exceeds DoD 5220.28-M 3-pass specifications. Certification of the completion of data sanitization shall be provided to the County within 10 days of completion. All other materials which contain County Data.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on **August 5, 2015 ("Effective Date")** and continue until **October 4, 2018** or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that **TIME IS OF THE ESSENCE** and that the failure of Consultant to comply with the time limits described in this Section 4.2 may result in economic or other losses to the County .

ii) Neither Consultant nor Consultant's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to two (2) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A).

Invoices for new charges shall not include "past due" amounts, if any, which amounts must be

set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

f) Price Reduction

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

g) Contractor Credits

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and

not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COMPLIANCE WITH ALL LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be

performed this Agreement under the terms and conditions stated in this Agreement;

- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) warrants that Deliverables furnished hereunder will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or software);
- vi) warrants that it will not prevent the County from utilizing the Deliverables.
- vii) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- viii) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and
- ix) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no

person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

g) **LIMITATION ON LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS OR DATA, OR COSTS OF RECREATING LOST DATA), EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT WILL CONSULTANT'S LIABILITY FOR DIRECT DAMAGES EXCEED AMOUNTS PAYABLE BY COUNTY UNDER THE SOW. NONE OF THE ABOVE LIMITATIONS AFFECT THE LIABILITY OF EITHER PARTY FOR A BREACH OF SECTIONS ARTICLE 3 h) PROPRIETARY RIGHTS AND CONFIDENTIALITY. THIS LIMITATION SHALL NOT APPLY TO BREACHES OF CONFIDENTIALITY OR OTHER DATA BREACHES THAT ARE THE RESULT OF EITHER PARTY'S GROSS NEGLIGENCE OF WILLFUL ACTS.**

h) **CONSULTANT DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- (v) Failure to comply with Section 7a. in the performance of the Agreement.
- (vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer will give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer at his sole discretion. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.2;

The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;

The right of specific performance, an injunction or any other appropriate equitable remedy;

The right to money damages;

The right to withhold all or any part of Consultant's compensation under this Agreement;

The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.1 and 9.2 of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.1 and 9.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.3.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of

recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.3.

e) Right to Offset

i) In connection with performance under this Agreement: The County may offset any excess costs incurred:

(i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;

(ii) if the County exercises any of its remedies under Section 9.2 of this Agreement; or

(iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

h) Non-solicitation

The parties acknowledge that Consultant's personnel have signed an agreement that expressly prohibits solicitation of employment from within Consultant's customer base. Unless otherwise mutually agreed to by the parties in writing, County agrees that it shall not in any way solicit the employment of any member of Consultant's personnel directly or indirectly, or solicit a person

who was an employee of Consultant within twelve (12) months of having left Consultant, whether permanently, temporarily, on a part-time basis, as a contractor or otherwise, during the currency of this Agreement and for a period of one (1) year after the termination of all agreements between the parties. The parties acknowledge that this provision does not apply to individuals responding to general advertising.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) Contract Amendments

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any

extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Contractor

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent contractor and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of

any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Office of the Independent Inspector General
69 W. Washington, Suite 1160
Chicago, Illinois 60602
Attention: Department Director

and

Office of the Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: Column Technologies, Inc.
10 E 22nd Street, Suite 300
Lombard, IL 60148-6109
Attention: General Counsel

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- ☐ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- ☐ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- ☐ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. ☐ Direct Participation of MBE/WBE Firms ☐ Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____ Certifying Agency: _____
Address: _____ Certification Expiration Date: _____
City/State: _____ Zip: _____ FEIN #: _____
Phone: _____ Fax: _____ Contact Person: _____
Email: _____ Contract #: _____

Participation: ☐ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

☐ No ☐ Yes – Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this ____ day of _____, 20____.

this ____ day of _____, 20____.

Notary Public _____

Notary Public _____

SEAL

SEAL

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

- ☒ **FULL MBE WAIVER** ☒ **FULL WBE WAIVER**
- ☐ **REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**
- _____ % of Reduction for MBE Participation
- _____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- ☒ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)** We have been unable to find qualified M/WBEs to perform the services required. Please see Attachment A in the electronic CD copies for the email correspondances we have had trying to source a W/MBE provider. These are not included in the hard copy response as the amount of emails is too large to print and bind with our response.
- ☐ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**
- ☐ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**
- ☐ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- ☒ (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)** Please see Attachment A in the electronic CD copies for the email correspondances we have had trying to source a W/MBE provider. These are not included in the hard copy response as the amount of emails is too large to print and bind with our response.
- ☒ (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)** Please see Attachment A in the electronic CD copies for the email correspondances we have had trying to source a W/MBE provider. These are not included in the hard copy response as the amount of emails is too large to print and bind with our response.
- ☐ (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**
- ☒ (4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- ☒ (5) Engaged MBEs & WBEs for indirect participation. **(Please explain)** Please see Attachment A in the electronic CD copies for the email correspondances we have had trying to source a W/MBE provider. These are not included in the hard copy response as the amount of emails is too large to print and bind with our response.

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name Address

N/A, Column has had no lobbying entity to disclose.

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes: _____ No: X

b) If yes, list business addresses within Cook County:

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX
NUMBERS)

OR:

- b) X The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

Column Technologies Inc. has its headquarters located in DuPage County, while close, we are not technically allowed to claim residence in Cook.

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name Column Technologies, Inc. D/B/A: _____ EIN NO.: 36-4268153

Street Address: 10 E. 22nd Street, Suite 300

City: Lombard State: Illinois Zip Code: 60148

Phone No.: 630-515-6660

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Timothy Yario	10 E. 22nd Street, Suite 300, Lombard, IL 60148	41.623%
Robert Yario	10 E. 22nd Street, Suite 300, Lombard, IL 60148	41.623%
David Savino	10 E. 22nd Street, Suite 300, Lombard, IL 60148	15.7068%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

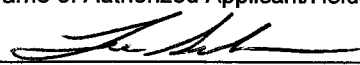
Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? ☐ Yes ☒ No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):


- ☒ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor eserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Lee Schroeder
Name of Authorized Applicant/Holder Representative (please print or type)

Signature
lschroeder@columnit.com
E-mail address

Controller
Title
March 21, 2014
Date
630-515-6660
Phone Number

Subscribed to and sworn before me
this 21st day of March, 2014.

X 
Notary Public Signature

My commission expires 
Notary Seal



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"Calendar year" means January 1 to December 31 of each year.

"Doing business" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"Familial relationship" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"Person" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Tim Yario Title: President

Business Entity Name: Column Technologies Inc. Phone: (630) 515-6660

Business Entity Address: 10 E 22nd St. Lombard IL 60148

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County **and** any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. <u>None</u>	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

X There is **no** familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

Tim Yario
Owner/Employee's Signature

3/21/2014

Date

Subscribe and sworn before me this 21st Day of March, 20 14

a Notary Public in and for DuPage County

Danuta Delgado
(Signature)



NOTARY PUBLIC
SEAL

My Commission expires

8/4/2015

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

SIGNATURE BY A CORPORATION
(SECTION 9)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Column Technologies, Inc.

BUSINESS ADDRESS: 10 E 22nd Street, Suite 300, Lombard, IL 60148

BUSINESS TELEPHONE: 630-515-6660 FAX NUMBER: 630-271-1508

CONTACT PERSON: Gwen Pulka

FEIN: 36-4268153 *IL CORPORATE FILE NUMBER: 60283036

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Timothy Yario

VICE PRESIDENT: Robert Yario

SECRETARY: Carol A. Watkiss

TREASURER: Lee Schroeder

**SIGNATURE OF PRESIDENT: Timothy Yario

ATTEST: Carol A. Watkiss (CORPORATE SECRETARY)

Subscribed and sworn to before me this

24th day of July, 2015

X Linda M. Ziolkowski
Notary Public Signature

My commission expires:



Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 5 DAY OF August, 2015

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1418-13402

OR

ITEM(S), SECTION(S), PART(S): N/A

TOTAL AMOUNT OF CONTRACT: \$ 208,637.50

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 29 2015

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

(Required on contracts over \$1,000,000.00)

Exhibit 1

Statement of Work

for

COOK COUNTY GOVERNMENT
OFFICE OF THE INDEPENDENT INSPECTOR GENERAL (OIIG)



CORPORATE HEADQUARTERS
10 E. 22nd Street, Suite 300
Lombard, IL 60148
Phone: 630.515.6660
Fax: 630.271.1508
COLUMNIT.COM

NORTHEAST HEADQUARTERS
130 William Street, 8th Floor
New York, NY 10038
Phone: 212.227.3232
Fax: 212.227.3040
COLUMNIT.COM

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1 Overview

The Cook County Office of the Independent Inspector General, ("County" or "OIIG") has requested Column Technologies, Inc. ("Column Technologies" or "Column") provide a Statement of Work for a Case Management Tool.

In order to meet the requirements of The Office of the Independent Inspector General (OIIG), Column will implement the Column Case Management Investigative Solution, as described in this Statement of Work ("SOW").

2 Background

In order to meet the requirements of The Office of the Independent Inspector General (OIIG), Column will implement the Column Case Management Investigative Solution.

Column Technologies Case Investigative application has been around since early 2006. Its primary focus has been inspector general offices and is currently being used at offices such as, Chicago Office of Inspector General, Illinois Office of Executive Inspector General, Chicago Public Schools Office of the Inspector General, and Ohio Office of the Inspector General.

It is also being used at many other Federal, State, County, and City offices. Case Investigative has been aligned with the principles and standards defined by the Association of Inspector Generals, and received praise from the Peer Review Committee during evaluations. Column Technologies Case Investigative application is now on its fourth major revision since its release. New features, driven from market research and customer recommendations, make complaints and cases easier to create, search, and report.

Column Technologies shall deliver a completely integrated solution that, once implemented, will provide the OIIG with an innovative, proven case management system capable of capturing, storing, managing, and analyzing all related data. The Column Case Management System (CCMS) is a comprehensive COTS-based application for investigative case management.

3 Business Goals and Objectives

The Column Case Management Investigative Solution will allow access of greater than 25 end-users at any given time to allow for future growth. The County has currently purchased twenty-five (25) licenses. Upon implementation of the Column Case Management Investigative Solution, the County expects to meet the following goals and objectives:

- Streamline/reengineer the process described herein
- Increase operational visibility
- Improve efficiencies
- Eliminate redundancies in data entry
- Automation of manual case handling
- Reduce manual steps
- Reduce paper processes
- Reduce processing time
- Track and manage work load distribution
- Retrieve information easily
- Enable robust statistical analysis and research
- Track and manage cases and
- Improve reporting

4 High Level Project Description

This project will be divided into two phases: Phase One will be the Requirements Analysis and Phase Two will be the Implementation.

Listed below is a high level description of the consulting activities for the Case Management Project. All deliverables are subject to the approval and acceptance of Cook County.

Project Management/Initiation Activities

Column will provide Project Management for the duration of the engagement. Following the PRINCE2 Methodology the Column Project Manager will work with the County to prepare the Project Initiation documents which sets direction and scope for the project between the project management team and the business to ensure the goals are achieved.

PHASE 1 – REQUIREMENTS ANALYSIS AND DESIGN

Foundation Data Workshop

This workshop is designed to review the data structures (found in Exhibit 2 of this Scope of Work) and users roles that form the basis of the Column Case Management Investigative solution and to understand the implications of these data structures related to the County's data and implementation.

Case Management Requirements Workshops

Column will conduct a series of workshops in order to gather and validate the County requirements for the CCMS and to formulate a detailed solution design that addresses each of the requirements. This workshop will review all required Case Management customizations and configurations to tailor and align the CCMS application to Cook County OIIG processes. Additionally, this workshop will review a data migration strategy from the current Cook County OIIG cases to the new solution.

Case Process Review Workshop

Column will conduct a Process Review workshop, the workshop will allow for Column to identify key roles, process lifecycle, documentation requirements, and other objectives for the OIIG business processes. This workshop will review all business process and case intake (Complaint) form requirements.

Integrations Workshop

- Active Directory Integration for Authentication
- E-Mail (Incoming and Outgoing)
- Case Migrations

Architecture Workshop

A workshop will be held to review the County's current environment and to make hardware, server, sizing and other recommendations based on the planned implementation and the County's environment rules and requirements.

Reporting Review

Column will lead a workshop to review the twenty-four (24) out of the box reports as well as gather requirements for custom reporting needs. The number of custom reports will be determined based on the Report Development Table as outlined in section 8.2.4.

Functional Requirements Review

Column will review all the requirements gathered with the County. The finalized requirements will make up the Functional Requirements Document.

Deliverables

The following deliverables will be prepared as part of Phase 1 of this project:

- Highlight Reports (Weekly and Monthly)
 - Updated Task List and Timeline
 - Identify tasks for the next week from the Task List and Timeline
 - List of deliverables for the current week and next week
 - Status of risks and issues
- Functional Requirements Document
- Project Initiation Documents
- Project Plan

PHASE 2 – IMPLEMENTATION

Software Installations

This stage is dedicated to performing the Case Management installations on the development, QA, and production environments. Adding a DR (backup) instance will not incur any additional costs for licenses.

Configurations

- Case Foundation Data
- Templates
 - Complaint
 - Case
 - Task
 - Journal
 - Solutions
 - Property / Evidence
 - Sites
 - Vehicles

Application Process Configurations and Customizations

Column will perform process configurations and customizations to the Case Management application. This stage will include the alignment of the OIIG Case Intake (Complaint) Form to the out of the box Complaint form. Additionally, eForms and process automation will be developed in this stage as well.

Integrations

Column will implement the following integrations within Case Management using the built in configuration:

- Active Directory for Authentication
- E-Mail (Incoming and Outgoing)

Reporting

Column will provide up to 40 hours for reporting development as outlined in the Functional Requirements Document.

Testing

This stage is dedicated to assisting the County in completing user acceptance testing of the identified configurations, customizations and integrations.

- Migration to Test
- Unit Testing
- Test Script Review and Tester Demo
- Assist with User Acceptance Testing/Remediation

Data Migration

Column will migrate the existing Cook County OIIG cases into the Column Case Management as outlined in the Functional Requirements Document.

Documentation and Knowledge Transfer

This stage is dedicated to completing the customization and configuration document done by the Column consultant(s). Also during this stage the Column lead consultant will review the completed documentation with County.

Training

- Environment Discovery / Preparation
- Creation of Training Guide
- Creation of Administrator Training Materials (PowerPoints)
- Administrator Training Sessions (1)
- End User Training Session (2)

Rollout and Post Live Support

This stage is dedicated to helping the County with the data migration to production and preparing for production go live. It also provides post-live support for three (3) days.

Deliverables

The following deliverables will be prepared as part of Phase 2 of this project:

- Highlight Reports
 - Updated Task List and Timeline
 - Identify tasks for the next week from the Task List and Timeline
 - List of deliverables for the current week and next week
 - Status of risks and issues
- Standard Test Scripts
- Configuration Document
- Training Guide
- Training PowerPoints

4.1 Phase One – Out of Scope

The following are deemed out of scope as related to this SOW.

- Response times, performance and third-party system testing is not considered in the scope for the SOW. High availability (HA) and disaster recovery (DR) are not included in this SOW.
- Workshop or integration of any application not specified within this SOW
- Installations of any third party applications.
- High availability (HA) and disaster recovery (DR)

5 Project Methodology

5.1 Contract Change Management Process

The project plan may change as new information and issues are revealed which may result in additional work and cost outside the original scope of the project, which may result in a project Change Request ("CR") being issued. The decision by which to make modifications to the project plan (including project scope and resources) will be coordinated using the following process:

1. As soon as a change which impacts project scope, schedule, staffing or spending is identified, the Column Project Manager will document the issue and the associated impact to the project (e.g. schedule, resources, costs, etc.), along with a recommendation, in a CR. The CR will be forwarded to the County Project Manager for review and decision. All changes to the Agreement's scope or spending require the signature of the County's Chief Procurement Officer.
2. Upon receipt, the County Project Manager will involve appropriate County resources and should reach a consensus opinion on whether to approve, reject or modify the request based upon the information provided. Should the County resources be unable to reach consensus on the approval or denial of a change, the issue will be marked by the Column Project Manager as "denied" until otherwise communicated.
3. Upon approval on the CR, the project plan will be updated and the approved change will be executed.
4. No work will begin until the CR is approved and signed by the County's Chief Procurement Officer. Column shall not commence work on any such changes unless and until the changes have been agreed in writing by both parties.

A sample Change Request form is attached in Appendix A.

5.2 Project implementation, managing the day-to-day technical activities of the project, and coordination with the Cook County Project Manager.

Responsibilities include:

1. Ongoing planning and coordination;
2. Preparation of status reports;
3. Status reporting to client Project Manager;
The Column Project Manager will be responsible for managing and reporting on the project's cost throughout the duration of the project. In all project status reports, the cost information will be presented
4. Coordinate Column technical team personnel and schedules;
5. Management on project scope;
6. Technical issue tracking and resolution;
7. Change management;
8. Perform Risk Assessment with Project Team;
9. Assist with both high level and detailed design.

5.3 Critical Success Factors

Prior to embarking on the definition work for all in scope processes, Column Technologies suggests setting expectations and objectives through the creation of a Project Initiation Document ("PID"). The PID identifies the direction and scope of the project, to ensure the goals are achieved.

Critical Success Factors are closely aligned to the County's business goals to ensure we are obtaining success and driving the strategy forward. These are discovered during our project initiation phase and will be monitored closely throughout the project. The initial factors have been identified as:

1. Review of Cook County OIIG's current processes and make recommendations which can be adopted in order to streamline/reengineer the current processes.
2. Installation of Case Management tool for providing process refinement and gain visibility into cases.
3. Configuration of the Case Management tool to automate processes and streamline workloads.
4. Increase operational visibility through the use of Tasking and Service Level Agreements.
5. Utilization of automation in assignments, approvals, and other modules to improve efficiencies.
6. Reduction of redundancies in data entry by utilizing duplicate checking in Case Investigative Relationships Module.
7. Utilization of eForms to reduce paper processes.
8. Reduced processing time through automatic notifications for approvals and assignments.
9. Track and manage work load distribution.
10. Retrieve information easily using a Google® like search.
11. Track and manage cases through tasking.
12. Improved reporting through the use of canned reports, flashboards, Ad Hoc reporting, and scheduled reports.

In creation of the PID the following will be defined:

- Business Case
 - Project Objectives
 - Project Scope
 - Project Deliverables
 - Project Constraints
 - Project Assumptions
 - Project Approach (implementation phases)
 - Project Tolerance and Controls
 - Estimated Costs and Budget
 - Quality Plan and Acceptance Criteria
 - Communication Plan
 - Initial Project Plan
 - Initial Risk Log
 - Critical Success Factors and Key Performance Indicators
 - Create workshop agendas and attendee lists
- In addition, any specific County standard, policies or requirements with regard to system testing, user acceptance testing, documentation or review should be discussed at this time.

5.4 Assumptions and Constraints

- OIIG shall be responsible for the responsiveness and performance of any third-party vendor and/or subcontractor engaged by OIIG in connection with the Services, Deliverables or other activities described in this SOW.
- Column is not responsible for defining and documenting OIIG's common operating processes, standard operating procedures or any kind of work instruction.
- County will develop their Organizational Change Management Approach.
- OIIG and Column will develop a mutually agreeable plan within two weeks of the commencement of the Project to identify when Consultant's resources will be onsite. This plan will be included in the Project Plan. Column recommends at least two (2) weeks lead time to schedule consultant's resources and make travel arrangements.
- OIIG shall be responsible for the creation of custom test scripts or use cases with assistance and guidance by Column.
- The Column Case Management Application does not address the security of data at rest so Customer will provide and configure encryption of the database and traffic between the database and the AR Server.
- The following encryption requirements will be adhered to: BMC Remedy Encryption Premium Security (AES CBC with a 256-bit key for data encryption and a 2048-bit modulus for the RSA key exchange.)
- Other items as identified during the Project Initiation Phase.

6 Overview of the Implementation Methodology

6.1 Identify Roles and Responsibilities for Column and Cook County

Roles and Responsibilities will be further defined in the Project Initiation Documents ("PID"). In creation of the PID the following will be defined:

- Project team – the following roles and responsibilities will need to be filled
 - Project Board (Column and County)
 - Project Executive (overall responsibility and final decision maker)
 - Senior User (representative and decision maker for the User Community)
 - Senior Supplier (representative and decision maker for the Supplier of Services)
 - Project Assurance (ensure all facets of the project is being done and quality is being met)
 - Project Manager (responsible for the day to day activities of the project)
 - Team Managers (responsible for delivery of individual work packages assigned during product delivery)
 - Project Support (Column and County individuals that help through different stages of the project, such as testing work packages)

PROJECT MILESTONE 1 – CREATION OF PID

This Milestone will be considered complete when the PID documents and project plan have been jointly completed by the parties and reviewed and approved by the County.

Deliverables:

- Project Initiation Documents

The Project Initiation activities will result in decisions and documentation which will provide a finalized list of County Team Member roles and assignments for the project. Listed below are the anticipated resources for the Cook County Case Management project:

6.1.1 Column Technologies Project Manager

The Column Project Manager(s) is an active participant in the Column Program Office and is responsible for managing the day-to-day project activities of specific projects. The project manager tasks include the following:

- Project planning, project tracking, status reporting, scheduling and resource management
- Leverages Column's technical resources to facilitate the implementation of Column software
- Proactively updates and advises County on how to best implement Column products
- Reports to the Column Program Manager and coordinates day to day activities with County Project Managers and Column consultants.
- Creation of the PID
- Manages County expectations
- Drives development process to deliver solution on time, within scope and under budget
- Manages product deliverables and version control
- Facilitates communication and negotiation within the team
- Maintains the project schedule and reports project status
- Drives implementation of critical trade-off decisions

- Develops, maintains, and executes the project master plan and schedule
- Drives and manages risk assessment and risk management
- Set expectations
- Resolve any technical issues that arise so that Column Technologies consultant(s) can keep working on development and integration
- Responsible for development, distribution, obtaining and cataloging all Column signoff approvals to Project Sponsorship and Executives
- Ensure project direction keeps in line with agreed business case
- Protect milestones and proactively intervene before target dates slip
- Conduct Column daily or as required scrum meetings and develop/distribute notes from the meeting(s)
- Manage project issues and risks
- Develop change requests and distribute to appropriate resources for approvals including changes to scope, schedule, budget, and/or resources
- Manage and coordinate all aspects of testing cycles
- Manage and coordinate all aspects of migration from environment to environment
- Manage and coordinate all aspects of production support activities
- Manage all tasks and resources to review and approve project deliverables
- Obtain sign-offs for key milestones

6.1.2 Column Technologies Solution Architect/Technical Project Manager

The Column Solutions Architect is the primary visionary and provider of leadership for Column around the Case Management solutions architecture and design for the County implementation project. A sample of this person's responsibilities is:

- Manages County expectations regarding technical aspects of the project
- Manages technical solutions and direction
- Manages technical product deliverables and version control
- Works with the County to resolve technical roadblocks/issues
- Facilitates communication and negotiation within the team
- Manage and coordinate all aspects of testing cycles; DEV, UAT, and regression
- Manage and coordinate all aspects of migration from environment to environment
- Manage and coordinate all aspects of production support activities
- Manages the coordination of any technical support issues/tickets
- Educate global customers on the cultural impact of deploying new processes and controls
- Acts as a best practices advocate
- Communicate strategies and best practices for product and process implementation
- Demonstrate in depth working knowledge of the ITSM application suite
- Design HR and investigative solutions based on Case Management applications
- Respond to customer requests for strategic product or solution information
- Conduct requirements gathering workshops

6.1.3 Column Process Workshop Facilitators (Management and Process Consultants-ITIL)

Management and Process Consultants – (Experienced in guiding organizations toward process centric solutions using industry best practices-ITIL Trained and Certified)

- Ensures that all required process areas are represented
- Plans the process workshop exercises necessary for optimal results
- Leads the workshop and guides discussions
- Provides process guidance based on experience melded with industry frameworks

- Captures any decisions made or issues raised and publishes or ensure meeting minutes are published
- Presents the draft process components
- Encourages discussion to identify gaps between these and the OIIG processes
- Document the results of the analysis in a specified format that will then be approved by the County before proceeding to the creation of the functional/technical specifications

6.1.4 Column Business Process Consultants – Workshop Facilitators

The primary goal of all Business Process Consultants is to facilitate the requirements gathering workshops to promote best practices related to process actualization, formally document and capture requirements, review requirements with the County and create deliverables associated with the project.

Business Analyst – (Experienced implementing Column Case Management Solutions, ITIL Trained and Certified)

Sr. Consultant – (Experienced implementing Case Management, Business Intelligence, and Testing Services)

- Ensures that all process, tool or application areas are represented
- Leads the workshop and guides discussions
- Plans the workshops
- Provides technical input
- Captures any decisions made or issues raised and publishes or ensure meeting minutes are published
- Presents the out-of-box application
- Presents the application out-of-box process flows
- Encourages discussion to identify gaps between these and the customer's processes
- Encourages discussion to identify gaps between the out-of-box application and the agreed upon process identified as part of workshops.
- Provides technical input
- Captures any decisions made or issues raised and publishes or ensure meeting minutes are published
- Document the results of the analysis in a specified format that will then be approved by the customer before proceeding to the creation of the functional/technical specifications
- Assist customer in process engineering to help identify project requirements
- Work with Senior Development Engineers in the creation of the functional/technical specifications for the project
- Make recommendations on ITIL compliance and strategy (where applicable)
- Map customer existing process to IT best practice
- Assist with roles, tools, strategy and staff recommendations to help customer move forward
- Present demonstrations at kick-off if applicable.
- Depending on size of the engagement may also be Technical Team Lead
- Resolve or escalate issues in a timely fashion
- Timely communication of relevant project information with customer Project Sponsor/Project Manager
- Coordinate and communicate issues and progress and other pertinent information to Column Project Manager.

6.1.5 Column Implementers (Engineering Developers)

Various Consultant – (Experienced implementing Case Management, Business Intelligence, Testing Services)

The Column Technologies Developer Consultants typically perform the following tasks:

- Product/Application installation
- Product/Application configurations
- Production/Application customizations
- Creation of test scripts
- Lead test sessions
- Participate in test sessions
- Creation of Documentation
- Knowledge Transfer
- Production Migrations

6.1.6 Column Trainers

Trainers – (Excellent knowledge of Column Case Management. Very good technical writing skills and well versed in delivery training materials and conducting training session)

Custom Training

- Lead Training Workshops to identify customer training needs
- Create Training Delivery Plans for the information gathered in the workshops (when applicable)
- Lead Discovery – Work with the County process owners, the implementation staff, and system administrators to gather information necessary to assemble training material.
- Materials Preparation –assemble the materials (training manuals, PowerPoints or Quick Reference Guides).
- Presentation of process and work instructions pertaining to the implementation using material captured during discovery (instructor led or train the trainer).
- Demonstration of the work instructions using customer provided training environment.
- Presentation and review of County lab exercises designed to enhance the process and work instructions and provide hands-on learning opportunity for students.

6.1.7 Cook County Project Executive

The County will assign a Project Executive who will serve as Column Technologies' executive-level contact. The Project Executive will have full authority to act on behalf of the County with respect to:

- Leading the Project Board
- Making major project decisions
- Communicating the goals and benefits of the project to the organization
- Project deliverable sign-off authority

6.1.8 Cook County Project Manager

The County will also assign a Project Manager for the duration of this project. The County Project Manager will work with the Column Technologies Project Manager to help plan the work effort and keep it on schedule. The Project Manager's responsibilities include:

- Coordinate activities of assigned County personnel to ensure adequate participation in all project activities.
- Help resolve issues and escalate them within the County organization.
- Responsible for ensuring that Column Technologies consultants are granted the necessary access to facilities and/or systems required to conduct the necessary work as defined.
- Ensure that the appropriate personnel are present and available during the project as outlined and agreed upon project plan.

- Review and sign all documentation in a timely and reasonable manner. Delay in signing off on project deliverables may result in loss of resources and/or initiation of a change request.
- Obtain and provide information, data, decisions, and review Deliverables within two (2) business days of Column Technologies request, unless County and Column Technologies agree to an extended response time. Delays may negatively impact the estimated schedule and final charges for this project.

6.1.9 Cook County Team Members

The anticipated resources are listed below:

- **Application Process Owners** – These resource(s) will be responsible for providing application process and technical knowledge as well as contributing to decisions. This may include but is not limited to:
 - Investigative Process Owners for Cook County
 - Business Intelligence Process Owners
- **Application Managers** – These resource(s) will be responsible for providing application process and technical knowledge as well as making decisions.
- **Subject Matter Experts** – These resource(s) will be responsible for providing application and technical knowledge with regard to the Countys implementation of the following:
 - Authentication / LDAP
 - E-Mail
- **Testers** – These resources are knowledgeable of the business processes and will be heavily involved through the development, testing and deployment of the system.
- **County Project Team Leaders** – These are the primary project ownership committee members who will be responsible for making final decisions on the Case Solutions requirements.
- **County Report Users** - Personnel who are responsible for producing daily, weekly, monthly, and yearly reports and are familiar with the County reporting needs and mandates.
- **County Document/Template Owners** – These are the individuals responsible for maintaining document templates used by the OIIG.

6.2 Progress Documentation

See *Appendix B –Project Management Methodology and Templates* – Section 10.6. Highlight Reports.

Deliverables:

- Highlight Reports

6.3 Status Reporting - Project Management

Column's Project Manager shall prepare and submit weekly progress reports to Cook County's Project Manager.

See *Appendix B –Project Management Methodology and Templates* – Section 10.6 Highlight Reports.

Deliverables:

- Highlight Reports

7 Project Plan and Timeline (Matrix)

Please see Exhibit 2 - Preliminary Project Plan

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names	S
1	Phase 1 - REQUIREMENTS ANALYSIS AND DESIGN	440 hrs?	Mon 8/24/15	Fri 11/6/15			
2	Requirements Analysis Workshops	24 hrs	Mon 8/24/15	Wed 8/26/15			
3	Case Management Foundation Workshop	8 hrs	Mon 8/24/15	Mon 8/24/15		Business Analyst	
4	Case Management Investigative - IG Workshop	8 hrs	Tue 8/25/15	Tue 8/25/15	3	Business Analyst	
5	Integrations Workshop	2 hrs	Wed 8/26/15	Wed 8/26/15	4	Integration Analyst	
6	Architecture Workshop	2 hrs	Wed 8/26/15	Wed 8/26/15	5	Business Analyst	
7	Reporting Workshop	4 hrs	Wed 8/26/15	Wed 8/26/15	6	Reporting Analyst	
8	Requirements and Design Documentation	28 hrs	Thu 8/27/15	Tue 9/1/15			
9	Creation of Standard Use Cases	4 hrs	Thu 8/27/15	Thu 8/27/15	7	Business Analyst	
10	Create/Review Functional Requirements Overview	8 hrs	Thu 8/27/15	Fri 8/28/15	9	Business Analyst	
11	Functional Requirements Document	12 hrs	Fri 8/28/15	Mon 8/31/15	10	Business Analyst	
12	Document Review and Acceptance	4 hrs	Tue 9/1/15	Tue 9/1/15	11	Business Analyst	
13	Phase 2 - IMPLEMENTATION	440 hrs?	Mon 8/24/15	Fri 11/6/15			
14	Software Installations	100 hrs?	Mon 8/24/15	Wed 9/9/15			
15	Customer Hardware Ready	8 hrs?	Mon 8/24/15	Mon 8/24/15		Customer	
16	Development	16 hrs	Tue 9/1/15	Thu 9/3/15	12	Consultant	
17	Test/QA	16 hrs	Thu 9/3/15	Mon 9/7/15	16	Consultant	
18	Production	16 hrs	Mon 9/7/15	Wed 9/9/15	17	Consultant	
19	Configurations and Customizations	440 hrs?	Mon 8/24/15	Fri 11/6/15			
20	Case Foundation Data	116 hrs?	Mon 8/24/15	Fri 9/11/15			
21	Customer Foundation Data Ready and Delivered	8 hrs?	Mon 8/24/15	Mon 8/24/15		Customer	
22	Categorizations	5 hrs	Wed 9/9/15	Thu 9/10/15	18	Consultant	
23	Support Groups	5 hrs	Thu 9/10/15	Thu 9/10/15	22	Consultant	
24	Sites	6 hrs	Thu 9/10/15	Fri 9/11/15	23	Consultant	
25	Case Application Configurations	24 hrs	Fri 9/11/15	Wed 9/16/15			
26	Menus	6 hrs	Fri 9/11/15	Mon 9/14/15	24	Consultant	
27	Complaint Templates	6 hrs	Mon 9/14/15	Mon 9/14/15	26	Consultant	
28	Case Templates	6 hrs	Tue 9/15/15	Tue 9/15/15	27	Consultant	
29	Scripts	6 hrs	Tue 9/15/15	Wed 9/16/15	28	Consultant	
30	Case Application Customizations	24 hrs	Wed 9/16/15	Mon 9/21/15			
31	Custom Complaint Intake	8 hrs	Wed 9/16/15	Thu 9/17/15	29	Consultant	
32	OIG Required Fields	8 hrs	Thu 9/17/15	Fri 9/18/15	31	Consultant	
33	Workflow	8 hrs	Fri 9/18/15	Mon 9/21/15	32	Consultant	
34	Integrations	24 hrs	Mon 9/21/15	Thu 9/24/15			

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ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names	
35	Active Directory for Authentication	8 hrs	Mon 9/21/15	Tue 9/22/15	33	Consultant	s
36	E-Mail (incoming and outgoing)	16 hrs	Tue 9/22/15	Thu 9/24/15	35	Consultant	
37	Reporting	40 hrs	Thu 9/24/15	Thu 10/1/15			
38	Custom Report Development	40 hrs	Thu 9/24/15	Thu 10/1/15	36	Reporting Consultant	
39	Data Migration	24 hrs	Thu 10/1/15	Tue 10/6/15			
40	Legacy OIG System to Case Management Data Migrations	24 hrs	Thu 10/1/15	Tue 10/6/15	38	Consultant	
41	Testing	68 hrs	Tue 10/6/15	Fri 10/16/15			
42	Migration to Test	8 hrs	Tue 10/6/15	Wed 10/7/15	40	Consultant	
43	Unit and System Testing	16 hrs	Wed 10/7/15	Fri 10/9/15	42	Consultant	
44	Review Test Scripts/Tester Demo	4 hrs	Fri 10/9/15	Fri 10/9/15	43	Consultant	
45	Assist with User Acceptance Testing/Remediation	40 hrs	Mon 10/12/15	Fri 10/16/15	44	Consultant	
46	Training	52 hrs	Mon 10/19/15	Tue 10/27/15			
47	Training Discovery/Preparation	8 hrs	Mon 10/19/15	Mon 10/19/15	45	Trainer	
48	Modifications to Training Manual/Create PPTs	32 hrs	Tue 10/20/15	Fri 10/23/15	47	Trainer	
49	Administrator Training Session	6 hrs	Mon 10/26/15	Mon 10/26/15	48	Trainer	
50	End User Training Sessions	6 hrs	Mon 10/26/15	Tue 10/27/15	49	Trainer	
51	Go/No Go Decision	8 hrs	Tue 10/27/15	Wed 10/28/15	50	Customer	
52	Production Rollout/Post Live Support	16 hrs	Wed 10/28/15	Fri 10/30/15			
53	Migration Planning	8 hrs	Wed 10/28/15	Thu 10/29/15	51	Consultant	
54	Migration to Production	4 hrs	Thu 10/29/15	Thu 10/29/15	53	Consultant	
55	Production Rollout	4 hrs	Fri 10/30/15	Fri 10/30/15	54	Consultant	
56	Documentation and Knowledge Transfer	44 hrs	Fri 10/30/15	Fri 11/6/15			
57	Finalize Documentation and Review	8 hrs	Fri 10/30/15	Mon 11/2/15	55	Consultant	
58	Knowledge Transfer	12 hrs	Mon 11/2/15	Tue 11/3/15	57	Consultant	
59	Post Go-Live Support	24 hrs	Wed 11/4/15	Fri 11/6/15	58	Consultant	

8 Implementation Approach Activities and Deliverables

8.1 Requirements Analysis and Design

8.1.1 Organizational (Human) Change Approach

A formal Organizational Change Management Workshop and Approach is not included in the scope. County will be responsible for their Change Management.

8.1.2 Key Activities, Deliverable and Responsibilities

Not Applicable

8.2 Requirements Validation and System Configuration and Customization

PHASE 1 – REQUIREMENTS ANALYSIS

8.2.1 Case Foundation Data Workshop

Column Technologies will host a working session exploring the Case Management foundation data model and associated application dependencies. Column will review the following configuration data elements that will be needed from the OIIG to configure the application:

- Complaint Categorization Tiers
- Case Categorization Tiers
- Groups and Organizations
- Sites
- Property and Evidence
- Vehicles
- Group Skills
- User
- User / Group Assignment
- Location
- Organization
- People
- Sites (Facilities)
- Service Requests
- Permissions
- Identify and review the format in which data will be provided and the mechanism for populating the system
- Set a deadline for the first cut of baseline data

A Case Management configuration worksheet will be provided for the OIIG to gather necessary information to configure the application. Column will review the worksheet preparation with the OIIG personnel. Please see Exhibit 3 – Example Case Management Configuration Worksheet.

County Participation

- The County will provide adequate resources to participate in the Case Management Workshop and configuration data review.
- The County is responsible for completing the Case Foundation Configuration Data Worksheet document.

- The County will meet with Column Technologies Project Manager to review and sign-off on the Workshop completion.

8.2.2 Case Management Investigative Workshop

Column Technologies will host requirements workshop exploring the Column Case Management Application and associated dependencies. The goal of this task is for the County to understand the 'out of the box' IG processes and align the Cook County OIIG investigative business processes to prepare their support staff of use the application.

The Process Review will allow for Column to identify key roles, process lifecycle, documentation requirements, and other objectives. Column will review the County's processes to validate the process and configurations.

This activity will also define any customizations required to support business processes including the creation of custom intake forms, modifications to support people and facilities, and documentation requirements.

Workflow topics to be covered include:

- Case Investigative Process
 - Intake - Complaint
 - Case triage
 - Case initiation
 - Case classification and assignment
 - Case investigation and diagnosis
 - Case resolution
- Special Topics
 - Service Level Agreement's (SLAs)
 - Knowledge Management and Document Management
 - Property and Evidence Tracking
 - eForms and Automation Opportunities

County Participation

- The County will ensure the appropriate resource participate in the process review (project team leads, power users, project manager, contributors, SMEs).
- The County will sign off on completion of the Investigative Process Review.

8.2.3 Integrations Workshop

Column Technologies will lead discussions with the County in order to gather the requirements for the following integrations to determine how they apply to the Case Management deployment:

- Active Directory Integration for Authentication
- E-Mail (Incoming and Outgoing)
- Migration of current Case ticketing data

During this workshop, the integration mechanism will also be defined. Column Case Management supports practically any integration mechanism including web services, database to database, secure FTP, e-mail, custom API, etc. Column Technologies will design and implement its integration mechanism subject to the requirements of Cook County's Information Security Office as applicable to this installation.

County Participation

- The County will provide the appropriate Subject Matter Expert resources to participate in the Integration Workshop.
- The County will meet with Column Technologies' Project Manager to review and sign-off on the workshop completion.

8.2.4 Business Intelligence (Reporting and Metrics) Workshop

Column Technologies will host a working session to review the "out of the box" reports provided with the Case Management applications as well as to possibly identify new reporting requirements. Column Technologies will guide the County through the standard IG reports and dashboard functionality. Topics will include:

- *Enterprise Reports and Metrics*
- *Dashboards*
- *Operational Reports and Metrics*
- *Ad Hoc Reporting*
- *Scheduling and Distribution*
- *Custom Report Needs*

Column will also gather the requirements for any custom Cook County OIIG reports that may be required outside of our out of the box IG reports.

Report development is based on the following guidelines:

Report Development Effort Table		
Report Type	Description	Estimated Level of Effort (Hrs.)
Various	Minor variation of existing report	4
Simple	<ul style="list-style-type: none"> • Two visualizations (i.e. chart, table, crosstab) • Two parameters 	8
Medium	<ul style="list-style-type: none"> • Custom calculation • Conditional logic • More than two visualizations • Shared resources (i.e. Styles) 	16
Complex	<ul style="list-style-type: none"> • More than four visualizations • Custom charts • Complex or external calculations • Multiple sources 	24

County Participation

- The County will provide the appropriate Subject Matter Expert resources to participate in the Reporting Workshop.
- The County will meet with Column Technologies' Project Manager to review and sign-off on the workshop completion.

8.2.5 Architecture Review

Column Technologies will assist the County in designing the Column Case Management application environment to ensure it meets the business needs as far as scalability and

reliability. Column Technologies will use a number of techniques based on Cook County experiences and best practices to help the County define:

- Server sizing (hardware and disk space allocation)
- OS and database requirements
- Archiving and backup strategy
- Disaster recovery strategy
- Server environment and placement (test/QA, development, production)
- Migration strategy

County Participation

- The County will provide the appropriate administrator resources to participate in the Architecture Workshop.
- The County will meet with Column Technologies' Project Manager to review and sign-off on the workshop completion.

8.2.6 Functional Requirements Review

After completion of the Requirements Analysis, Column Technologies will prepare a Functional Requirements Overview (FRO) and review the list of configuration, customization and integration requirements captured during the workshops with County personnel.

Column Technologies and the County will come to agreement as to which requirements (if any) will be considered in or out of scope. The in scope items will then be detailed in the Functional Requirements Document (FRD). Column will also review the standard use cases with the County.

Any items which has not been identified in the current scope, or items which are significantly different than the scope outlined in this SOW for Phase 2 Implementation will require a Change Order be executed between the parties.

County Participation

- The appropriate County application manager and application owners will be available to participate in the review discussions.
- Documentation may be reviewed for additional clarity and content by the County one time, and then updated if necessary. Additional revisions of the documentation may require additional person days to be added to the estimate using the Change Control Procedure.
- The County will review the finalized Functional Requirements Document and verify functionality and business requirements are met and sign-off on its' completeness.

PROJECT MILESTONE 2 – REQUIREMENTS ANALYSIS/ APPLICATION DESIGN

This Milestone will be considered complete when the Case Management Workshops and Functional Requirements Document has been completed and reviewed and approved by the County.

Deliverables:

- Functional Requirements Document
- Standard Use Cases

PHASE 2 – IMPLEMENTATION

8.2.7 Installations

The following applications will be installed and licensed on the applicable server environments stated below. Column will perform the upgrades and installations on the existing County development, QA, and production environments.

Installation of the following applications will be completed, and sufficient licenses for each of the following shall be granted to the County pursuant to the terms and conditions set forth in Exhibit 3 of this Agreement (Global Master License Agreement):

- Column Case Management Solution (CCMS v4)
 - BMC Remedy Action Request System Platform (if applicable based on architecture)
 - Column Case Management
 - Column Business Intelligence (Reporting)
 - Column Search
 - Enterprise Request Management

County Participation

- The County will need to provide Local Administrator access to the server.
- The County Database Administrator will participate in the installation activities as applicable and required.
- The County's Administrator and County's Web Administrator are required to be present for final sign off and ownership of the applications.
- Column and the county will collectively work on installing and configuring the server.
- The County will review the installation and verify functionality is met and sign-off on its completeness.

PROJECT MILESTONE 3 –INSTALLATIONS

This Milestone is complete when the CCMS v4 Application Suite and supporting components have been installed on the development, QA and test environments and the install verified by the County.

Deliverables:

- Installation Document

8.2.8 Integrations

Column will build and configure the integrations as outlined below and detailed in the Functional Requirements Document. The following integrations will be built and unit tested by Column in this step. It is assumed they will include the following:

Inbound and Outbound Email

Use Case: The integration will create/update Case tickets/work-info using inbound email sent to the BMC Remedy email address and respond back with the newly created ticket number.

LDAP People Data Synchronization

Use Case: Create/Update People records from .CSV file

8.2.9 Unit Testing Integrations

Column Technologies will conduct a series of tests that will review and test the integration as identified in the Functional Requirements Document. The Column Technologies unit testing will use the documented integration requirement to test against. Column Technologies will adjust any inconsistency found during the unit testing.

After each of the integrations has been tested the Column Technologies consultant will then sign-off which will indicate completeness and that the integration(s) are ready for the County's Unit/Functional Testing and review with the County.

8.2.10 Unit Testing/Review Integrations

The Column Technologies consultant will review the Integration with the County SME.

After each of the integrations has been reviewed with the County SME and the Column Technologies consultant. The County will then sign-off which will indicate completeness.

County Participation

- The County will provide SME resources for LDAP and Email as appropriate.
- County will provide any items identified as County responsibilities/dependencies in the Functional Requirements Document Integrations Section.
- The County will provide resources with skills and knowledge to test the above integrations.
- The County will review the unit testing and verify functionality and business requirements are met and sign-off on their completeness.

8.2.11 Foundation Data Configurations

The purpose of this stage is to load supporting data into the applications. If bulk data loads are applicable, they will be accomplished by importing data from .csv files or Excel spreadsheets, which will be provided by Column in a draft format but reviewed, completed, and finalized by the County.

Foundation Data Configurations

The County's foundation data will be loaded. The following configuration data such as, but not limited to the following:

- Organization
- Location
- Categorizations
- Assignment and notification groups
- Assignment rules
- Approvals
- Users, permissions, and functional roles

Column will perform the following tasks:

- Review data spreadsheet with the County to ensure data elements are completed in the agreed format and to ensure completeness before the import begins.
- Import standard and Case configurations data.
- Data failing to load will be re-loaded one-time, data failing to load after one-time will be the County's responsibility unless the data failures are the result of Column's data definitions. If data failure is due to customer's data, the County will be given time to perform data cleanup and Column will collaborate with the County as time permits

before re-loading the final time. If data failure is a result of Column's work, then Column is responsible for correcting and uploading.

County Participation

- The County will provide configuration data worksheet for upload and work with Column to achieve full data loads.
- The County is to provide access to personnel who can make decisions regarding the topics outlined on the identified data sources.
- It is County's responsibility for data integrity and completeness.
- County is responsible for cleaning up data which fails to upload after the second load.
- County will be responsible for completing the in scope data mappings in the Column format. All in scope data will be always presented in the same format and structure as outlined by Column.
- County will review completed configurations and verify functionality and business requirements are met and sign-off on their completeness.

8.2.12 Case Management Configurations and Customizations

During this stage, the designed configurations and customizations will be implemented and tested. Configuration and customizations will be prioritized during the Requirement Workshop stage of this engagement. The configurations and customizations will be built as outlined and agreed to in the Functional Requirements Document.

Customization is defined as core workflow modifications outside of data configuration. Customizations, as identified in Requirements Analysis Phase typically include the following:

- Create and/or modify forms and field layout as required
- Create and/or modify general workflow functionality as required
- Create and/or modify escalation workflow functionality as required

Configurations are not limited to, and may include the following:

- Templates
 - Case
 - Complaint
 - Task
 - Journal
 - Facilities
 - Vehicles
 - Property and Evidence
- Solutions

Column will provide up to three (3) days of development for the following Column Case Management application process customizations:

- Custom Complaint Intake
- OIIG Required Fields and Workflow

County Participation

- County will provide resources with skills and knowledge to test the configurations and customizations.
- County will review the configurations and customizations and verify functionality and business requirements are met and sign-off on their completeness.

8.2.13 Reporting

Column will provide up to forty (40) hours to assist the County with updates to the Reporting domain to allow for County specific ad hoc reports to be run or will build custom reports per the Functional Requirements Document.

County Participation

- The County will provide resources with skills and knowledge to test the reports.
- The County will review the reports and verify functionality and business requirements are met and sign-off.

MILESTONE 4 SYSTEM DEVELOPMENT –COMPLETION CRITERIA

This Milestone will be considered complete when the Case Management Integrations, Foundation Data Configurations, Configurations and Customizations and Reporting in sections 8.2.8 – 8.2.13 have been developed as outlined and agreed to the Functional Requirements Document in the County's test environment and verified by the County testers.

Deliverables:

- Draft Configurations Document (Integrations, Configurations and Customizations)

8.2.14 Case Data Migrations

During this stage, legacy existing data from the current Cook County OIIG system will be migrated to the Column Case Management Investigative application as outlined and agreed to in the Functional Requirements Document.

This migration will be planned and scheduled to ensure that there is no disruption in service for the users as the County will not be supporting a parallel system as a part of the data migration plan.

County Participation

- The County will provide resources with skills and knowledge to test the above data migrations.
- The County is responsible for cleaning up data which fails to upload.
- The County will review the migrated data and verify functionality and business requirements are met and sign-off on their completeness.

8.2.15 Document Deliverables

The content and format of all documentation produced will be created according to Column Technologies standard practices. The documents will be produced in either Microsoft Word, Excel, or MS Project formats as applicable.

Highlight Reports

Column Technologies will provide a weekly report of status to the County Project Executive and County Project Manager on a weekly basis. The report will include the following as required for each reporting period:

- General comments
- Issue Log
- Risk log with mitigation strategies
- Detailed budget performance
- Detailed schedule performance

- Activities performed during the period
- Activities planned for next period (week/month)
- Change Control Log
- Milestones and Deliverables achieved
- Milestones and Deliverables planned

Project Plan

The Project Plan is a Microsoft Project Plan file that defines the tasks and schedule of tasks for a project, including dependencies, milestones, and resources assignments.

Project Initiation Documents

Column Technologies will provide the Project Initiation Documents that define how the project will be initiated, managed, controlled, and closed. These may contain any or all of the following items:

- Project Approach
- Project Brief
- Exception Plan
- Communications Plan
- Stage Plan
- Quality Plan
- Risk Log
- Project Schedule
- Business Case

Functional Requirements Document

Column Technologies will generate a Functional Requirements Document. The Functional Requirements Document is a technical document that describes in detail the customization needed to meet each requirement as well as the level of effort. The document may include but is not limited to the following elements:

- Process diagrams
- Data mappings
- Eform design
- Custom Form Design
- Integrations Design

Configurations Document

On completion of the project, Column Technologies will provide a document outlining all integrations, customizations and configurations completed by the Column Technologies consultants.

This document will capture all changes made to the base applications to support the County's business requirements and processes.

Standard Test Scripts

The Test Scripts will be Excel-based and include standard test scripts to test each of the basic configurations called out in the Use Cases.

Presentation Materials

A PowerPoint will be prepared for Administrator and End User delivery of the Column Case Management System and may include the following:

- Column Case Management Overview
- Column Core Workspace
 - Forms
 - Column Search
 - Primary Forms
 - Consoles
 - Cases Console
 - Viewing Complaint/Case Records
 - Creating a New Complaint/Case
 - Entering Complaint/Case Information from a Template
 - Complaint/Case Review/Assignment
 - Assignments
 - Managing a Case
 - Other Consoles

Case Training Guide

Column Technologies will provide a customized Training Guide for the Case Management application in .doc and pdf format. One manual will be created to cover all items for each application module. The document contains the following sections:

- Detailed information on the functions, features and use of Case Management as configured and modified by The County.
- Logging in to the interface
- Field Characteristics
- Home Page
- Main Console
- Application process
- Complaint/Case Lifecycle
- Creating a new Complaint/Case
- Modifying a Complaint/Case
- Searching for a Complaint/Case

8.3 Quality Assurance

This stage of the project will allow County personnel the ability to test the incoming software solution. Once the data is migrated and unit tested, the User Acceptance Testing ("UAT") will start with the Column meeting with the County to review the Column created standard test scripts and perform and short application demo. Once the completed, the County personnel will begin the UAT.

8.3.1 QA of Business Functionality

The business functionality will be validated as outlined in Section 8.3.4.

8.3.2 QA of Customization

The QA of the customizations will be validated as outlined in Section 8.3.4.

8.3.3 Quality Plan Responsibilities.

Column will perform the tasks listed above to ensure the quality of the application implementation.

County Participation

- The County will ensure adequate time and resources are provided to test the applications and customizations as required for the engagement.
- The County will create any customized test scripts.
- The County will document on the issues list and report any testing issues immediately to Column.
- The County will review completed test data and verify functionality and business requirements are met and sign-off on their completeness.

8.3.4 Key Activities, Deliverables and Responsibilities

Migration to Test

Upon completed of successful unit testing Column will migrate the approved final application configurations, integrations and data loads to the County test environment.

Unit Testing

Column will conduct a series of tests that will review all configurations and integrations developed. Column will use the documented requirement to test against the application functionality. Column will also review the provided customizations and integrations to ensure that they have been optimized for performance. Column will correct any inconsistency found during the unit testing.

Review of Test Scripts

Column will review the standard test scripts with the County.

Demo for Testers

Training at this level will consist of the individuals responsible for testing the application prior to production roll out. Column will provide an application demonstration, which will be presented to the testing team based on the standard test scripts.

User Acceptance Testing

This stage of the project will allow County personnel the ability to test the incoming software solution, including end-to-end testing. Issues found during User Acceptance Testing ("UAT") will be reviewed, prioritized and resolved. All resolved issues would then be retested to ensure completeness of the resolution.

- User Testing - During this step the Column consultant will be present to answer any questions and to make any immediate configuration fixes that may be a road block in completing the test scripts.
- Review issues found during testing and evaluate issues – the Column Project Manager and County's Project Manager will review all issues. All issues will be categorized into either a valid issue or enhancement.
- Resolve valid issues - Column will resolve valid issues that fall within the scope of the configurations and customizations identified in this document.
- Retest resolved issues - Tester will retest to resolve issues and provide final sign-off.

MILESTONE 5 –MIGRATIONS AND TESTING –COMPLETION CRITERIA

This Milestone is considered complete when the County's legacy data has been migrated to the test environment and Column has reviewed the test scripts and performed a demo and the County has completed execution of all test scripts and Column has resolved any mutually agreed defects, and the County has approved and accepted.

Deliverables:**8.4 Standard Test Scripts, Knowledge Transfer, Training and Transition (Cutover)**

8.4.1 System Administration and Introduction to Workflow

This is covered under the Administrator Training and Knowledge Transfers sessions.

8.4.2 End User Training*Training Discovery*

A Column training resource consultant will perform information gathering. The objective of this activity is to gain an understanding of the current County environment. During the discovery, the consultant will work with the County designated staff to gather information and become familiar with the manner in which County currently processes requests for support and/or technical assistance. Necessary screenshots and custom process information are gathered to be used in training materials.

The discovery may be done on-site or remotely as long as remote access to the County's Case Management tool is available. During discovery, the consultant will work with the County's management and staff to:

- Gain an understanding of the current County business and training environment, training goals and objectives, and training methods.
- Become familiar with the manner in which the County will be utilizing the new Case Management applications.
- Gather process information to be used for reference purposes to create the training materials.

County Participation:

- The County will provide resources familiar with County business procedures and work steps who will work with Column resource to define the County processes and provide existing system screenshots when necessary.
- When appropriate, County will ensure that the appropriate personnel are present and available during the discovery process.

Based on the information gathered during the Discovery session, Column will create a customized Training Guide covering the Case Management application. The exact layout and contents of such manual will be determined and agreed to during the Discovery periods as defined. Upon its completion, an electronic copy of the created manual will be given to County for review and comment.

Review and Revision

Training Guide Review and Revision - Column will provide a manual to the County for review and will conduct one (1) revision cycle based on County feedback.

County Participation:

- When appropriate, the County is primarily responsible for interacting with and soliciting feedback from the end user community. This feedback needs to be provided to Column in a timely fashion to facilitate potential adjustment to the deliverables of this SOW.
- The County will be responsible for printing costs for all manuals required.
- The County shall review completed Training Guide and sign-off on its completeness.

Creation of Presentation Materials for End User Training

Column Technologies will provide the County Administrator and End User Training PPTs for use in delivering the Administrator and End User training sessions. Column will create custom PowerPoint's covering the following applications:

- Column Case Management System (Investigative)
- Column Case Administrator

Review and Revision

Column will provide each set of Training PowerPoint's to the County for review and will conduct one (1) revision cycle for each (Administrator and End User) based on County feedback.

County Participation:

- When appropriate, County is primarily responsible for interacting with and soliciting feedback from the end user community. This feedback needs to be provided to Column in a timely fashion.
- The County will review each completed End User Training PowerPoint and sign-off on its completeness.

End User Training Sessions

Column Technologies will conduct an End User Training Sessions as indicate below. The focus of training at this level will be on the Column Case Management with Knowledge Management from a high level perspective as implemented in the County's environment. This training should also provide a high level overview of the County's process. PowerPoint slide decks, User Guide, and application demonstrations will all be used to facilitate the training exercise.

Application	No. of Sessions	Sessions Attendees	Length of Session	Type of Training
Column Case Mgmt. including Column Search and Knowledge Management	2	Up to 20	4 hours	Instructor Led –On-site

County Participation

- The County will ensure that the appropriate end users attended the sessions.
- The County will provide all hardware and connections necessary to allow attending students to work hands-on with the Column Case Management applications and/or the AR System foundation.
- The County shall provide the training facility for all training.
- The County will sign off on completion of the End User Training.

8.4.3 Administrator User Training

An on-site Column training resource consultant will perform instructor-led Administrator training. The activities of the training include:

- Provide detailed instruction on the administrative principles, editable features, functions, and use of Application, as modified by County and detailed in the Administrator Guide.
- Perform at least one custom-created lab.

Application	No. of Sessions	Sessions Attendees	Length of Session	Type of Training
Column Case Mgmt. including Column Search and Knowledge Management	1	Up to 5	4 hours	Instructor Led – On-site

County Participation

- The County will ensure that the appropriate Administrators attend the training.
- The County shall provide the training facility for all training.
- The County will sign off on completion of the Administrator Training.

COMPLETION CRITERIA

The activity is considered complete when the following has occurred:

- Column has provided the finalized Case Management Training Guide and Administrator and End User PowerPoints and they have been reviewed and approved by the County.
- Column has delivered the End User Training Sessions.
- Column has delivered the Administrator Training Sessions.

Training and Knowledge Transfer

A document will be produced which lists all of the configurations, customizations and integrations made to the base application. This document is primarily intended for the Case Management Administrator and is an important component of the knowledge transfer. This document is used in conjunction with relevant User and Administrator Guides to provide a complete overview of the applications as well as their maintenance and administration.

The knowledge transfer session will provide the necessary time to allow the Column developers and the County Administrators to review the Configurations Document and answer any technical questions regarding the deployment. The goal of the session is to make the County aware of any system related changes that were made to complete the County requirements.

County Participation

- The County should ensure adequate resources are provided to take part in the knowledge transfer for the engagement.
- The County will review and sign-off on the Configuration Document.
- The County will review and approve all documentation in a timely and reasonable manner.
- Documentation may be reviewed for additional clarity and content by the County one time, and then updated if necessary. Additional revisions of the documentation may require additional person days to be added to the estimate using the Change Control Procedure.

COMPLETION CRITERIA

This activity is considered complete when the finalized Configurations Document has been provided, reviewed and approved by the County, and up to twelve (12) hours of knowledge transfer have been provided to the County.

8.4.4 Summary of Training Plan

Not Applicable

8.4.5 Transition Cut Over

During this stage, consultant will assist in moving the application into production. Also the consultant will be available for an agreed amount of time for post live support to address any issues that arise. This stage does not include any new development. The following tasks will be performed as part of the production rollout:

- Assist County in putting together rollout plan
 - Execute production rollout plan
 - Provide support for System Administrator

8.4.6 Transition Cutover Deliverable and Responsibilities**County Participation**

- County will approve and validate that the new application is functioning as expected.
- The County Administrators will be on site.
- County will approve configuration change requests for their production environment within two business days.
- County will provide necessary support resources to support the system after deployment. These resources will receive appropriate training before production deployment of the applications.
- The County Administrators will participate in the development and execution of the rollout plan.
- County will participate with any post live support activities, as necessary. Examples of such activities may include demonstrating issues encountered to provide clarification, retesting resolved issues, knowledge transfer, gathering and submitting issues through a central point of contact, communicating status.

COMPLETION CRITERIA

This activity is complete when all customizations, configurations, integrations and data loads have been successfully migrated to the County's production environment and the County has reviewed and signed-off as such.

8.4.7 Onsite Rollout Support

Unless otherwise agreed, Column will provide no less than (24) hours/three (3) days of Post Live Support to the County.

COMPLETION CRITERIA

This activity is complete when Column has provided up to three (3) days of Post Live Support to the County.

MILESTONE 6 – DOCUMENTATION, KNOWLEDGE TRANSFER, TRAINING AND PRODUCTION ROLLOUT – COMPLETION CRITERIA

This Milestone is considered complete when each sections (8.4.2 - 8.4.7) Completion Criteria has been met.

Deliverables:

- Presentation Materials (End User and Administrator Training)
- Case Training Guide

8.5 Support and Maintenance

8.5.1 Managed Services Support

Managed Service is currently out of scope for this agreement.

8.5.2 Support Agreement

Column's support obligations are set forth in Exhibit 4 (Software Support Agreement) to this Agreement.

8.5.3 Help Desk Service, Service Level Agreements

See Continuous Support Service Support Agreement (SSA) in Exhibit 4 (Software Support Agreement) to this Agreement.

8.5.4 Help Desk Information

See Continuous Support Service Support Agreement (SSA) in Exhibit 4 (Software Support Agreement) to this Agreement.

8.6 Contract Performance Review and Acceptance

Column will work with OIIG to mutually agree upon OIIG's acceptance criteria and methodology during the project initiation phase.

Column will assist the County Project Manager in completing the project goals, objectives and performance metrics descriptions and acceptance as applicable to the project and each party's responsibility.

As covered herein, invoicing will be based on accepted deliverables by phase & milestone so contract performance will be evident as modules and/or functionality are available to OIIG. Column may not invoice for any deliverable that OIIG has not accepted.

Sample Contract Performance Criteria	Description - acceptance criteria	Acceptance via
1. System functionality;	System requirements traceability to implemented functionality.	Acceptance Form signed by PM (or emailed approved).

Sample Contract Performance Criteria	Description – acceptance criteria	Acceptance via
2. Critical data is available in the new system;	Data in the existing "in scope" databases listed in the scope and assumptions is successfully migrated to the new system, and seamlessly integrates with all other system components.	Acceptance Form signed by PM (or emailed approved).
3. Project transition;	Vendor submits all acceptance forms for all deliverables – as accepted and signed at each phase, including UAT signed forms.	Acceptance Form signed by PM.
4. Budget and schedule;	Key deliverables were executed on time and on budget. Project costs were contained to/or about the originally agreed amount. A final report should be presented for signoff.	Final Report signed by PM.

Column will work with OIIG to define and close out the project at the end of implementation.

8.6.1 Final Documentation

All documentation will be produced at the intervals as outlined in the project plan and will be subject to Cook County approval and acceptance. The Column Technologies Project Manager will meet with the County's Project Manager to complete the project close-out activities:

- Final review of Risk and Issue Log
- Complete Lessons Learned Log
- Change Control Log
- Complete Project Sign-off

8.6.2 Close out dates, locations and required attendance; include a review session 6 months after implementation completion.

Session review after the consulting services support period has ended would be attended by the Column Support TAM, Column Sales Team, Column Project Sponsor, and applicable Cook County representatives. Dates, locations, etc. TBD.

8.6.3 Final Project Lessons Learned Expectations

This information is reviewed at project close time.

8.6.4 Sample documents (i.e. Declaration of Satisfaction Form)

To be provided by Cook County

8.6.5 Schedule of Performance Credits for failing to meet SLAs and project milestones

TBD- As per the finalized Agreement between the parties if applicable.

9 System Solution Overview

9.1 Solution Architecture Diagram

The County's architecture will be validated during the Phase 1 Requirements Analysis activities and documented in the Functional Requirements Document Architecture section. The responses below indicate our best practice and our knowledge of your environment at this time and are subject to change after the Requirements Analysis phase has concluded.

9.1.1 Hardware requirements

At a minimum a Windows server will be needed for the application to reside on and one for the web server. One addition a MS SQL database will be needed, this can be shared or dedicated to the Case application. Hardware will be discussed in the Architecture Workshop described in Section 7.1.

9.1.2 Frontend Requirements

A webserver will be needed to generate the web pages, this can be internal if all users will be on the network or connection via VPN or will need to be in the DMZ if external access will be needed. Full requirements will be discussed in the Architecture Workshop but it will be in the range of 2-4 processors and 4-8GB of ram. A virtual machine would also be acceptable.

9.1.3 Backend Requirements

A Windows server will be needed to host the application, it will connect to the database and web server. Full requirements will be discussed in the Architecture Workshop but it will be in the range of 2-4 processors and 8GB of ram. A virtual machine would also be acceptable.

9.1.4 Proposed destination of migrated data

Any legacy data will reside in the same database as the current data will, no other databases or storage will be needed for the legacy data.

9.1.5 Interfaces/Integration Points

The project is scoped out for integrations with Active Directory and Email (incoming and outgoing). These integrations will need access and credentials to AD and the email server.

9.1.6 Other key elements of the proposed design

OIIS will provide an SSL certificate and used on the webserver. Java SDK will also need to be installed on the servers.

9.2 Software

9.2.1 Operating System – required

Windows

9.2.2 User Interface

The interface is provided with the tool and will be finalized in the workshops as outlined in Section 7.

9.2.3 New version release schedule

New versions are released regularly but there is not a set schedule.

9.2.4 Number of proposed modules and their descriptions

Only the Column Case Management Module will be implemented as part of this project.

9.2.5 Reporting functionality/modules

Reporting requirements will be finalized in the Reporting Workshop outlined in Section 7.2.4.

9.2.6 Mobile technology modules or proposed functionality

N/A

9.2.7 Backup and Recovery Procedures

All forms, workflow, data, permissions in the database will need to be backed-up.

9.2.8 Documentation – including operations and technical manuals and/or help available online

Documentation will be provided as part of the project, both manuals and documentation of the implementation.

9.3 Application

9.3.1 On-Premise Solution

9.4 Integration

The technical details will be outlined in the Functional Requirements Document after the completion of the workshops in Phase 1 Requirements Analysis.

9.5 Conversion/Migration

The technical details will be outlined in the Functional Requirements Document after the completion of the workshops in Phase 1 Requirements Analysis.

9.6 Network

The technical details will be outlined in the Functional Requirements Document after the completion of the workshops in Phase 1 Requirements Analysis.

9.7 Security

The technical details will be outlined in the Functional Requirements Document after the completion of the workshops in Phase 1 Requirements Analysis. OIIG will have County security signoff and representation upon completion of the workshops in Phase 1. Any security deficiencies in scope for this SOW must be corrected at no cost to the County.

10 Key Personnel

10.1 Role/Title

Role	Name
Account Manager	Gwen Adler
Regional Manager	John Kraft
Sr. Project Manager	TBD
Business Analyst ("BA")	TBD
Consultant	TBD
Trainer	TBD

10.2 Availability (on-site/off-site)

County and Column Technologies will develop a mutually agreeable plan addressing when Column Technologies consultants will be onsite. Some of the work may be performed remotely as agreed to by Column and the County. The work will be from 8 a.m. to 5 p.m. Central time in most cases and does not include weekend or holidays except where agreed to by Column. Column and the County will work to finalize the project plan which will outline in detail which resources will be available for what tasks and when. Column Technologies recommends at least two weeks lead time to schedule consultants and make travel arrangements. The initial draft of the project plan between the parties will help serve to support the date requirements.

10.3 Out of state – Travel expenses required

Expenses are included in the consulting rates listed herein.

Appendix A – Change Request Form

CR(N)

This Change Request modifies the Statement of Work executed between Column Technologies, Inc. ("Column Technologies") and [CUSTOMER NAME] ("County") dated [ORIGINAL SOW DATE]_____.

This change request is governed by the terms and conditions of the SOW and the Agreement.

County has requested additional services from Column Technologies that were not included in the Statement of Work but are closely associated with the Project. Therefore, the parties have agreed to amend the Statement of Work to expand the scope of the Project. The following is a description of the requested services.

This Change Request modifies the Statement of Work in the following manner:

Tasks
[Add, Delete or Change - Description of Task]
FROM: Detailed description of changes or REPLACE with
TO: Detailed Description
TOTAL ESTIMATED COST:
Total Time:
The addition of _____ hours results in additional project cost of : _____

Estimated Start Date:

Estimated End Date :

This change request will be funded by:

- ☐ A New Purchase Order
☐ A Modification of Purchase Order No. _____
☐ Direct Bill to County

All other terms, conditions and technical requirements contained in the Statement of Work dated _____ remain in full force and effect.

Column Technologies, Inc.		Cook County Office of the Chief Procurement Officer
Authorized Signature		Authorized Signature
Printed Name and Title		Printed Name and Title
Date		Date

Exhibit 1– System Requirements (RFP Exhibit I)



COOK COUNTY GOVERNMENT
Office of the Chief Procurement
Officer
Office of the Independent Inspector General Case
Management Solution RFP (No. 1418-13402) - System
Requirements Matrix

Instructions

- Respondents are required to provide input in all blue cells.

Company Name

No.		Yes	No	Recommended Minimum Specifications (you may also insert an internet link for reference)	Number of Units required	Vendor Notes
6.001	System requires unique or specialty hardware. Use the rows below to enter other equipment.		X	2 CPU Core 8 GB RAM 60 GB disk	2	Column Case Management runs on a standard IT infrastructure
6.002	System can operate in a stand-alone environment	X		2 CPU Core 8 GB RAM 60 GB disk	2	Detailed specifications can be discussed further.
6.003	System can operate in a virtual server environment.	X		2 CPU Core 8 GB RAM 60 GB disk	2	Detailed specifications can be discussed further.
6.004	System can operate in an operating system-level virtualization environment	X		2 CPU Core 8 GB RAM 60 GB disk	2	Detailed specifications can be discussed further.
6.005	System can operate in an application virtualization environment	X		2 CPU Core 8 GB RAM 60 GB disk	2	Detailed specifications can be discussed further.

6.006	System can operate in a memory virtualization environment	X		2 CPU Core 8 GB RAM 60 GB disk	2	Detailed specifications can be discussed further.
6.007	System can operate in a virtual memory virtualization environment	X		2 CPU Core 8 GB RAM 60 GB disk	2	Detailed specifications can be discussed further.
6.008	System can operate in a storage virtualization environment	X		2 CPU Core 8 GB RAM 60 GB disk	2	Detailed specifications can be discussed further.
6.009	System can operate in a virtual file system environment	X		2 CPU Core 8 GB RAM 60 GB disk	2	Detailed specifications can be discussed further.
6.010	System can operate in a storage hypervisor system environment	X		2 CPU Core 8 GB RAM 60 GB disk	2	Detailed specifications can be discussed further.
6.011	System can operate in a virtual disk drive environment	X		2 CPU Core 8 GB RAM 60 GB disk	2	Detailed specifications can be discussed further.
6.012	System can operate in a data virtualization environment	X		2 CPU Core 8 GB RAM 60 GB disk	2	Detailed specifications can be discussed further.
6.013	System can operate in a database virtualization environment	X		2 CPU Core 8 GB RAM 60 GB disk	2	Detailed specifications can be discussed further.
6.014	System can be accessed through a virtual private network.	X		2 CPU Core 8 GB RAM 60 GB disk	2	Detailed specifications can be discussed further.
6.015	System can operate in a hardware virtualization environment.	X		2 CPU Core 8 GB RAM 60 GB disk	2	Detailed specifications can be discussed further.
6.016	System can operate in a Network-Attached Storage (NAS) environment	X		2 CPU Core 8 GB RAM 60 GB disk	2	Detailed specifications can be discussed further.

6.017	System can operate in a Storage Area Network (SAN) environment	X		2 CPU Core 8 GB RAM 60 GB disk	2	Detailed specifications can be discussed further.
6.018	System bug notifications and fix processes are identified.	X				
6.019	System has a recommended hardware and software configuration.	X		Windows, Linux and Unix solutions on 64 bit architectures are supported.		Detailed specifications can be discussed further.
6.020	System has a recommended desktop hardware and software configuration.	X		Dual Core 2+ GHz CPU with 2 MB L2 cache or single core 3+ GHz CPU with 2 MB L2 cache. 2-4 GB RAM. o Firefox 3.6 or later or Internet Explorer 8 or 9.		
6.021	System can be externally accessed for maintenance and bug fix through a secure means.	X		Dual Core 2+ GHz CPU with 2 MB L2 cache or single core 3+ GHz CPU with 2 MB L2 cache. 2-4 GB RAM. Firefox 3.6 or later or Internet Explorer 8 or 9.		
6.022	System shall run an a Microsoft SQL Server 2008 Enterprise environment and higher	X				Microsoft SQL Server 2008 or higher is supported
6.023	System shall be compatible with Microsoft Office 2010 and higher	X				Column Case Management is a browser based application
6.024	System shall be compatible with Microsoft Open Office 2010 and higher	X				Column Case Management is a browser based application
6.025	System shall be compatible with Microsoft Windows workstations (version XP or higher)	X				Microsoft Windows XP or higher is supported
6.026	System shall as a minimum associate mpeg-1, 2, and 4 digital video files to a case file.	X				Any type of file can be associated to a case within the Case Management system

6.027	System shall, as a minimum associate wma, sav, ra, rm, dvf, mp3, sgm, and apc audio files to a case file.	X		Any type of file can be associated to a case within the Case Management system
6.028	System shall, as a minimum , associate Microsoft Outlook email, Microsoft Office and pdf files to a case file.	X		Any type of file can be associated to a case within the Case Management system

Exhibit 2 - Example Case Management Configuration Worksheet

The Column Case Management Configuration Data Template is an excel workbook with several tabs. The tabs are represented as follows:

Tab 1- Instruction Tab

Column Case Management Investigative
Version 4.0
Configuration Data



Instructions

- This workbook consist of multiple tabs. Each tab corresponds to a Case Form and each Column corresponds to Fields in that Form. Each worksheet represents an important data element (i.e. Groups, People, etc.) or represents a supporting menu (i.e. Relationship Type, Case Origin, etc.)
- Additional instructions for entering data in the column appear in the Second row.
- The number above each column heading is the database length of the field. Validation on each column indicates if you entered data longer than this maximum allowed length.
- Leading Characters like "CDB" (Case Database) can be ignored. These are part of the internal system.

* A green column heading indicates a required field.
* An orange column heading indicates a field that might be required,
depending on a value set in another column.

Tab 3 - Group

Required if Group Type is not equal to Data Group. Value must be Group Name where Group Type is "Data Group". If Group Type is Data Group then value should be --Global--

255	255	255
Parent Group	Data Group	Group Name

This required field must be completed with one of the following numbers or words, according to the significance indicated in the following list:
 0 or Inactive
 1 or Active
 2 or Delete Pending
 For a record to fully function in Case Management, its status must be set to Active.

255			
Parent Group	Description	Status	People

Tab 4 - Categorization

	Tier 2 - Grouping	Tier 3 - Subject
--	--------------------------	-------------------------

Tier 4 - Detail (Leave Blank)	Default Assignment Group (from Group Tab)	Priority (Critical, High, Medium, Low)
--------------------------------------	--	---

Tab 5 – Case Template with SS and Tasking

Self Service Category (Category)	Self Service Sub- Category (Topic)	
-------------------------------------	---------------------------------------	--

COLUMN WILL COMPLETE THIS ONCE CATEGORIZATION TAB IS DONE



Short Description	Priority	Categorization Tier 1
-------------------	----------	-----------------------

Categorization Tier 2	Categorization Tier 3	Categorization Tier 4	Status	Primary Assignment Group
-----------------------	-----------------------	-----------------------	--------	--------------------------

Task Step 2	Task Step 3	Task Step 4
-------------	-------------	-------------

Task Step 5	Task Step 6
-------------	-------------

Task Step 7	Task Step 8
-------------	-------------

Enable for Self Service	Self Service Questions	Task Step 1
-------------------------	------------------------	-------------

Tab 6 - Eform

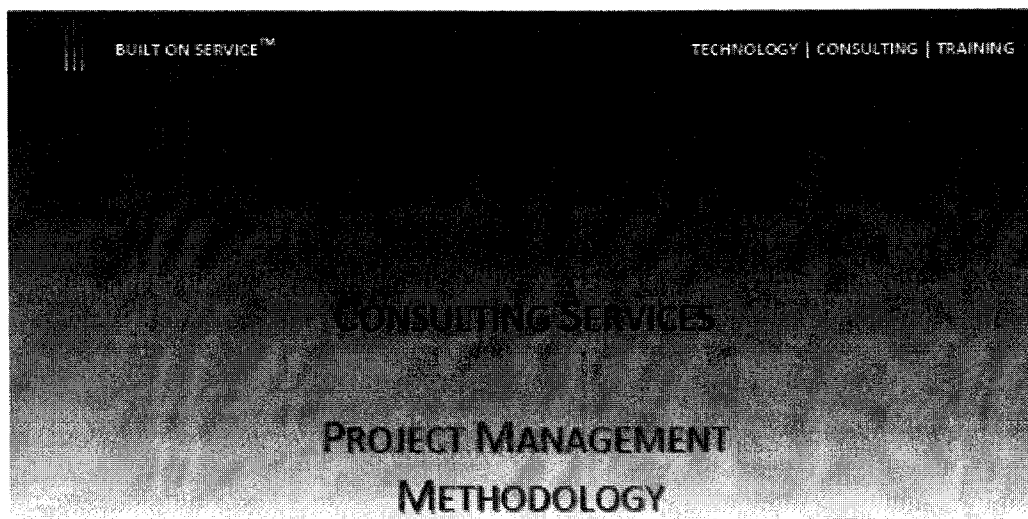
Value should match with
the Groups already
loaded with Group Type
="Data Group" from
Group tab to CORECFG
Groups form

[REDACTED]

Tab 7 -Journal Template

[REDACTED]

Exhibit 3 - Project Management Methodology



CORPORATE HEADQUARTERS
1400 Opus Place, Suite 110
Downers Grove, IL 60515
Phone: 630.515.6660
Fax: 630.271.1508
COLUMN.IT.COM

NORTHEAST HEADQUARTERS
130 William Street, 8th Floor
New York, NY 10038
Phone: 212.227.3232
Fax: 212.227.3040
COLUMN.IT.COM

Project Management Methodology Overview

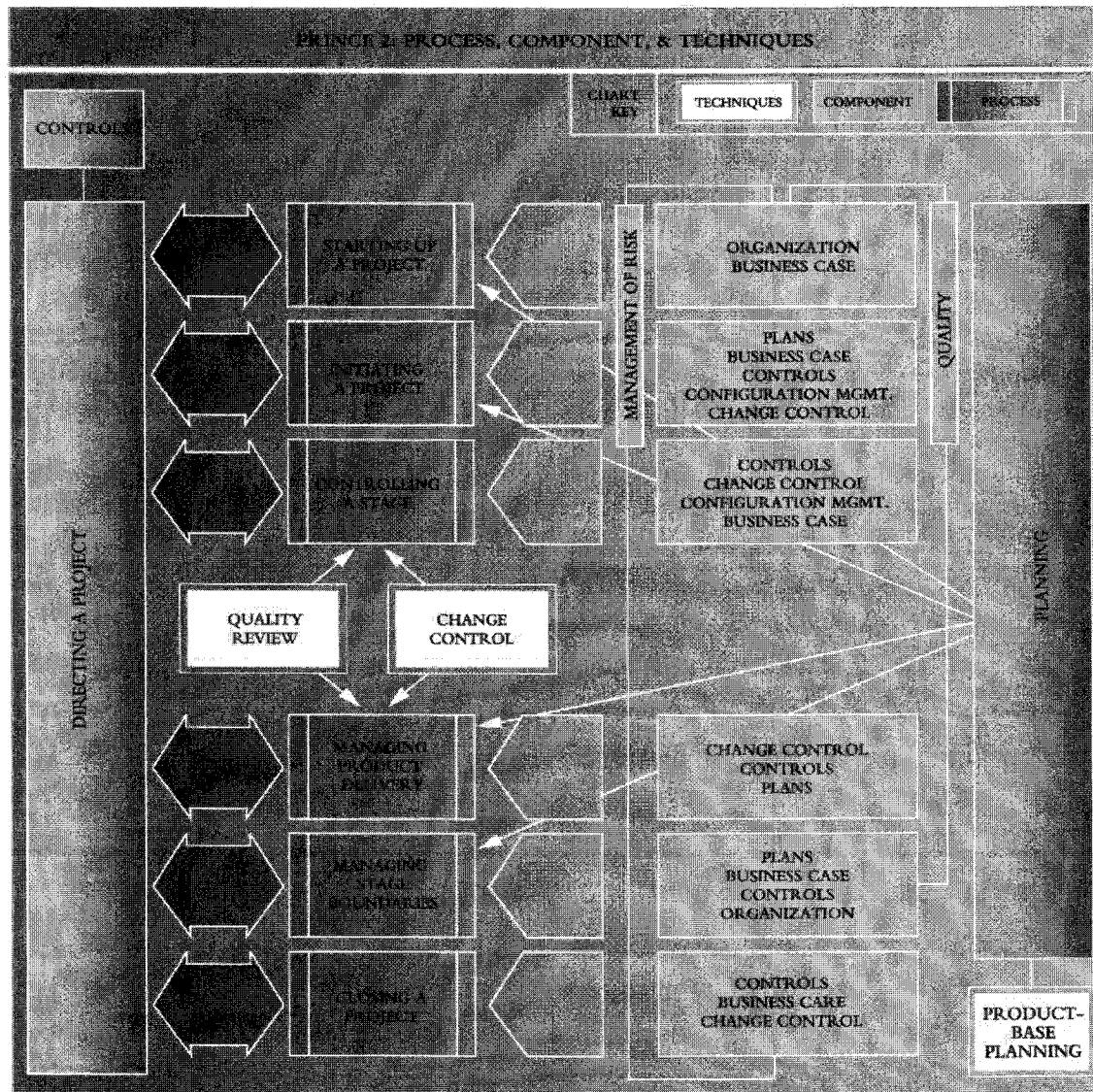
Column Technologies utilizes the PRINCE2 Methodology for Project Management. PRINCE2 is a method for project management, implementation, and control and is supported by a set of standard documents, which represent key properties and activities of a successful engagement. The core processes of PRINCE2 are:

SU Starting Up a Project	SB Managing Stage Boundaries
SU1 - Appointing a Project Board, Exec and PM	SB1 - Planning a Stage
SU2 - Designing a Project Management Team	SB2 - Updating the Project Plan
SU3 - Appointing a Project Management Team	SB3 - Updating the Business Case
SU4 - Preparing a Project Brief	SB4 - Updating the Risk Log
SU5 - Defining Project Approach	SB5 - Reporting Stage End
SU6 - Planning an Initiation Stage	SB6 - Producing an Exception Plan
IP Initiating a Project	CP Closing a Project
IP1 - Planning Quality	CP1 - Decommissioning a Project
IP2 - Planning a Project	CP2 - Identifying Follow On Actions
IP3 - Refining Business Case and Risks	CP3 - Evaluating the Project
IP4 - Setting Up Project Controls	DP Directing a Project
IP5 - Setting Up Project Files	DP1 - Authorizing Initiation
IP6 - Assembling a PID	DP2 - Authorizing a Project
MP Managing Product Delivery	DP3 - Authorizing a Stage/Exception Plan
MP1 - Accepting a Work Package	DP4 - Giving Direction
MP2 - Executing a Work Package	DP5 - Confirming Project Closure
MP3 - Delivering a Work Package	PL Planning
CS Controlling a Stage	PL1 - Designing a Plan
CS1 - Authorizing Work Package	PL2 - Defining and Analyzing Products
CS2 - Assessing Progress	PL3 - Identifying Activities & Dependencies
CS3 - Capturing Project Issues	PL4 - Estimating
CS4 - Examining Project Issues	PL5 - Scheduling
CS5 - Reviewing Stage Status	PL6 - Analyzing Risks
CS6 - Reporting Highlights	PL7 - Completing a Plan
CS7 - Taking Corrective Actions	
CS8 - Escalating Project Issues	
CS9 - Receiving Completed Work Package	

The documentation details which support each stage can be quite extensive. *Column Technologies works directly with the Customer during the Project Initiation stage to determine the level of documentation which is appropriate for your engagement.* In many cases, some of the supporting documentation you have already produced will correspond to deliverables provided by the PRINCE2 methodology. For example, a Project Charter is equivalent to a Project Initiation Document (PID). The concept of a Work Package is similar to what Column Technologies calls a Work Module, or a primary functional area described within the Functional Requirements Document.

Since PRINCE2 was developed and maintained by the OGC (The UK government's Office of Government Commerce) it fits well with ITIL based projects (Information Technology Infrastructure Library, which is also developed and maintained by OGC) in both terminology and objectives. PRINCE2 is the de facto standard for project and implementation management for all UK government projects.

The diagram below depicts the PRINCE2 interdependencies in a project.



Creation of the Project Initiation Document

Prior to embarking on the definition work for all in scope processes, Column Technologies suggests setting expectations and objectives through the creation of a Project Initiation Document. The PID identifies the direction and scope of the Project, and forms the 'contract' between Column Technologies' and the Customer to ensure the goals are achieved.

In creation of the PID the following will be defined:

- Project team – the following roles and responsibilities will need to be filled
 - Project Board (Column and Customer)

- Project Executive (overall responsibility and final decision maker)
- Senior User (representative and decision maker for the User Community)
- Senior Supplier (representative and decision maker for the Supplier of Services)
- Project Assurance (ensure all facets of the project is being done and quality is being met)
- Project Manager (responsible for the day to day activities of the project)
- Team Managers (responsible for delivery of individual work packages assigned during product delivery)
- Project Support (Column and Customer individuals that help through different stages of the project, such as testing work packages)
- Business Case
 - Project Objectives
 - Project Scope
 - Project Deliverables
 - Project Constraints
 - Project Assumptions
 - Project Approach (implementation phases)
 - Project Tolerance and Controls
 - Estimated Costs and Budget
 - Quality Plan and Acceptance Criteria
 - Communication Plan
 - Initial Project Plan
 - Initial Risk Log
 - Critical Success Factors and Key Performance Indicators
 - Create workshop agendas and attendee lists

In addition, any specific Customer standard, policies or requirements with regard to system testing, user acceptance testing, documentation or review should be discussed at this time.

To further the Project management capabilities the PRINCE2 method for project management, implementation, and control is supported by a set of standard documents, which represent key properties and activities of a successful engagement.

PRINCE2 – Project Board Responsibilities

Project Board

Responsible to corporate management for the overall direction and management of the project and has responsibility and authority for the project within the **Project Mandate** set by corporate management.

Specific Responsibilities

- Approve the start of the project via acceptance of the Project Brief
- Agree with the Project Manager on that person's responsibilities and objectives
- Confirm project tolerances with corporate management
- Specify external constraints on the project, such as quality assurance
- Approve an accurate and satisfactory Project Initiation Document, ensuring it complies with relevant customer standards and policies
- Delegate any Project Assurance Roles
- Commit project resources required for the next Stage Plan
- Provide overall guidance and direction to the project, ensuring it remains within any specified constraints
- Review each completed stage and approve progress to the next
- Review and approve Stage Plans and any Exception Plans

- Ownership of one or more of the identified risks, as allocated at plan approval time – that is, be responsible for monitoring the risk and advising the Project Manager of any change in its status
- Approve changes
- Ensure compliance with corporate management directives
- Provide assurance that all products have been delivered satisfactorily
- Provide assurance that all Acceptance Criteria have been met
- Approve the End Project Report
- Approve the Lessons Learned Report
- Decide on recommendations for follow-on actions and ensure passage of these to appropriate authorities
- Approve the Post-Project Review Plan
- Send project closure notification to corporate management

PRINCE2 – Project Board Roles

Project Board - Executive

The Project Executive is ultimately responsible for the project, supported by the Senior User and Senior Supplier. The Executive's role is to ensure that the project is focused throughout its life cycle on achieving its objectives and delivering a product that will achieve the forecast benefits. The Executive has to ensure that the project gives value for money, ensuring a cost-conscious approach to the project, balancing the demands of business, user, and supplier. The Executive is responsible for overall business assurance of the project.

Specific Responsibilities

- Oversee the development of the Project Brief and Business Case
- Ensure that there is a coherent project organization structure and logical set of plans
- Authorize customer expenditure and set stage tolerances
- Monitor and control the progress of the project at a strategic level, in particular reviewing the Business Case continually
- Ensure that any proposed changes of scope, cost or timescale are checked against the possible effects on the Business Case
- Ensure that risks are being tracked and mitigated as effectively as possible
- Brief corporate management about project progress
- Organize and chair Project Board Meetings
- Recommend future action on the project to corporate management if the project tolerance is exceeded
- Approve the End Project Report and Lessons Learned Report and ensure that any outstanding Project Issues are documented and passed on to the appropriate body
- Approve the sending of the project closure notification to corporate management
- Ensure that the benefits have been realized by holding a post-project review and forward the results of the review to the appropriate stakeholders

Project Board Roles – Senior User

The Senior User is responsible for specifying the needs of those who will use the final product(s), for user liaison with the project team and for monitoring that the solutions will meet those needs within the constraints of the **Business Case** in terms of quality, functionality, and ease of use. The role represents the interests of all those who will use the final product(s) of the project, those for whom the product will achieve an objective or those who will use the product to deliver benefits. The Senior User role commits user resources and monitors products against requirements. This role may require more than one person to cover all interests. For the sake of effectiveness the role should not be split between too many people.

Specific Responsibilities

- Ensure the desired outcome of the project is specified

- Make sure that progress towards the outcome required by users remains consistent from the user perspective
- Promote and maintain focus on the desired project outcome
- Ensure that any user resources required for the project are made available
- Approve Product Descriptions for those products that act as inputs or outputs from the supplier function or will affect them directly
- Ensure that the products are signed off once completed
- Prioritize and contribute user opinions on Project Board decisions on whether to implement recommendations on proposed changes
- Resolve user requirements and priority conflicts
- Provide the user view of Follow-on Action Recommendations
- Brief and advise user management on all matters concerning the project.

Project Board Roles – Senior Supplier

The Senior Supplier represents the interest of those designing, developing, facilitating, procuring, implementing, and possibly operating and maintaining the project products. This role is accountable for the quality of products delivered by the supplier(s). The Senior Supplier role must have the authority to commit or acquire supplier resources required. The Senior Supplier is responsible for the specialist integrity of the project.

Specific Responsibilities

- Agree to objectives for supplier activities
- Make sure that progress towards the outcome remains consistent from the supplier perspective
- Promote and maintain focus on the desired project outcome from the point of view of the supplier management
- Ensure that the supplier resources required for the project are made available
- Approve Product Descriptions for supplier products
- Contribute supplier opinions on Project Board decisions on whether to implement recommendations on proposed changes
- Resolve supplier requirements and priority conflicts
- Arbitrate on, and ensure resolution of, any supplier priority or resource conflicts
- Brief non-technical management on supplier aspects of the project

PRINCE2 – Project Manager Roles

The Project Manager has the authority to run the project on a day-to-day basis on behalf of the Project Board within the constraints laid down by the board. The Project Manager's prime responsibility is to ensure that the project produces the required products to the required standard of quality and within the specified constraints of time and cost. The Project Manager is responsible for the project producing a result capable of achieving the benefits defined in the **Business Case**.

Specific Responsibilities

- Create project plans and manage plan and project as appropriate
- Agree any delegation and use of Project Assurance Roles required by the Project Board
- Produce the Project Initiation Document (PID)
- Prepare Project, Stage and, if necessary, Exception Plans in conjunction with Team Managers and appointed Project Assurance roles, and agree them with the Project Board
- Manage the risks, including the development of contingency plans
- Liaise with corporate management if the project is part of a corporate mandate or project
- Take responsibility for overall progress and use of resources and initiate corrective action where necessary

- Liaise with the Project Board or its appointed Project Assurance roles to assure the overall direction and integrity of the project
- Agree to technical and quality strategy with appropriate members of the Project Board
- Identify and obtain any support and advice required for the management, planning, and control of the project
- Set expectations
- Resolve any technical issues that arise so that Column Technologies consultant(s) can keep working on development and integration
- Track progress of engagement activity reports
- Develop, distribute, obtain and catalog all Column signoff approvals to Project Manager, Sponsorship and Executives
- Provide overall direction of tasks and Column Technologies resources
- Ensure project direction keeps in line with agreed business case
- Protect milestones and proactively intervene before target dates slip
- Conduct Column daily or as required scrum meetings and develop/distribute notes from the meeting(s)
- Manage project issues and risks
- Develop change requests and distribute to appropriate resources for approvals including changes to scope, schedule, budget, and/or resources
- Manage and coordinate all aspects of testing cycles
- Manage and coordinate all aspects of migration from environment to environment
- Manage and coordinate all aspects of production support activities
- Manage all tasks and resources to review and approve project deliverables
- Obtain sign-offs for key milestones
- Prepare the Lessons Learned Report
- Prepare any follow-on action or recommendations required
- Prepare the project close out report

Project Management Roles – Team Manager

The Team Manager – prime responsibility is to ensure production of those products defined by the Project Manager to an appropriate quality, in a timescale and at a cost acceptable to the Project Board. The Team Manager reports to and takes direction from the Project Manager.

Specific Responsibilities

- Prepare plans for the team's work and agree to these with the Project Manager
- Receive authorization from the Project Manager to create products (via a Work Package)
- Manage the team
- Direct, plan, monitor the team's work
- Take responsibility for the progress of the team's work and use of team resources, and initiate corrective action where necessary within the constraints laid down by the Project Manager
- Advise the Project Manager of any deviations from plan, recommend corrective action and help prepare any appropriate Exception Plans
- Pass back to the Project Manager products that have been completed and approved in line with the agreed Work Package requirements
- Ensure all Project Issues are properly reported to the person maintaining the Issue Log
- Ensure the evaluation of Project Issues that arise within the team's work and recommend action to the Project Manager
- Liaise with any Project Assurance Roles
- Attend any End Stage assessments as directed by the Project Manager
- Arrange and lead team checkpoint meetings and produce Checkpoint Reports as agreed with the Project Manager
- Ensure that the appropriate entries are made in the Quality Log

- Maintain, or ensure the maintenance of team files
- Identify and advise the Project Manager of any risks associated with a Work Package
- Ensure that all identified risks are entered in the Risk Log
- Manage specific risks as directed by the Project Manager

Project Management Roles – Project Assurance

Project Assurance covers all interests of a project, including business, user, and supplier. Project Assurance has to be independent of the Project Manager; therefore the Project Board cannot delegate any of its assurance responsibilities to the Project Manager.

Specific Responsibilities – *The implementation of the assurance responsibilities needs to answer the question: 'What is to be assured?'*

- Thorough liaison between the supplier and the customer is maintained throughout the project
- User needs and expectations are being met or managed
- Risks are being controlled
- The Business Case is being adhered to
- The value-for-money solution is constantly reassessed
- The right people are involved in writing Product Descriptions
- The right people are planned to be involved in quality checking at the correct points in the product's development
- The quality review/quality checking procedures are being correctly followed
- Quality checking follow-up actions are dealt with correctly
- The project remains viable
- Applicable standards are being observed

Business (Executive) Assurance covers:

- Validation and monitoring of the Business Case against external events and against project progress
- Keeping the project in line with customer strategies
- Monitoring project finance on behalf of the customer
- Monitoring the business risks
- Monitoring any supplier and contractor payments
- Monitoring changes to the Project Plan to see whether there is any impact on the needs of the business or the project Business Case
- Assessing the impact of potential changes on the Business Case and Project Plan
- Constraining user and supplier excesses
- Informing the project team of any changes caused by a corporate mandate of which the project is part
- Monitoring stage and project progress against the agreed tolerances

Senior User Assurance covers:

- Specification of the user's needs is accurate, complete and unambiguous
- Development of the solution at all stages is monitored to ensure that it will meet the user's needs and is progressing towards that target
- Impact of potential changes is evaluated from the user point of view
- Risks to the users are frequently monitored
- Quality checking of the product at all stages has the appropriate user representation
- Quality control procedures are used correctly to ensure products meet user requirements
- User liaison functioning effectively

Senior Supplier Assurance covers:

- Advise on the selection of development strategy, design, and methods
-

- Ensure that any supplier and operating standards defined for the project are met and used to good effect
- Monitor potential changes and their impact on the correctness, completeness, and integrity of products against their Product Description from a supplier perspective
- Monitor any risks in the production aspects of the project
- Ensure quality control procedures are used correctly, so that products adhere to requirements

Project Management Roles – Project Support

Project Support – the provision of any project support on a formal basis is optional. Tasks need to be done by the Project Manager or delegated to a separate body and this will be driven by the needs of the individual project and Project Manager. Where set up as an official body, Project Support can act as a repository for lessons learned and a central source of expertise in specialist support tools.

One support function that must be considered is that of configuration management. Depending on the project size and environment, there may be a need to formalize this and it quickly becomes a task with which the Project Manager cannot cope without support.

Specific Responsibilities – the following is a suggested list of tasks:

- Administer change control
- Set up and maintain project files
- Establish document control procedures
- Compile, copy, and distribute all project management products
- Collect data and forecasts
- Update plans
- Administer the quality review process
- Administer Project Board meetings
- Assist with the compilation of reports
- Specialist knowledge (for example – estimating, risk management)
- Specialist tool expertise (for example – planning and control tools, risk analysis)
- Specialist techniques
- Standards

Project Control Environment Assessment

Control Elements	Conditions/Features of Project												
	Complex Dependencies?	Critical Deadlines?	Culture Change?	Duration of up to 4 weeks?	Duration between 4 weeks and 2 months?	Duration greater than 2 months?	Effort greater than 180 days?	Management spread over two or more sites?	More than 2 User Teams?	More than 2 major end products?	Resource Intensive?	Estimated Budget > \$75,000	Estimated Budget > \$200,000
Business Case													
Statement of Benefits	R	R	R	S	S	R	R	R	R	R	R	S	R
Full Business Case, Project Brief, Project Approach, PID	R	R	R	S	S	S	R	R	R	R	R	S	R

Organization													
Project Board	R	R	R	S	R	R	R	R	R	R	R	S	R
Use of Team Manager(s)	R	R	R	S	S	R	R	S	R	R	R	S	R
Meetings													
Weekly Status Meeting (Customer)	R	R	R	S	S	R	R	R	R	R	R	S	R
Daily Engineer Scrum Meetings	R	R	R	S	S	R	R	R	R	R	R	S	R
Project Deliverables													
Highlight Reports	R	R	R	R	R	R	R	R	R	R	R	R	R
Communication Plan	R	R	R	S	S	R	R	R	S	R	R	S	R
Change-Requests	R	R	R	R	R	R	R	R	R	R	R	R	R
Customer Burn Sheet	R	R	R	S	R	R	R	R	R	R	R	S	R
Customer Survey	R	R	R	R	R	R	R	R	R	R	R	R	R
Meeting Minutes	R	R	R	S	S	R	R	R	R	R	R	S	R
Project Manager Status Report	R	R	R	R	R	R	R	R	R	R	R	R	R
Project Management Team	R	R	R	S	S	R	R	R	S	R	R	S	R
Quality Plan	R	R	R	S	S	R	R	R	S	R	R	S	R
Project Logs	R	R	R	S	S	R	R	R	R	R	R	R	R
Project Plan	R	R	R	S	S	R	R	R	R	R	R	S	R
Project Completion	R	R	R	R	R	R	R	R	R	R	R	R	R
Stage Plan, Milestone Completion	R	R	R	S	S	R	R	S	R	R	R	S	R
Engineer Status Report	R	R	R	R	R	R	R	R	R	R	R	R	R
Lessons Learned Report	R	R	S	S	S	R	S	S	S	R	S	R	R

R - Required

S - Suggested

PRINCE2 Definitions

- **Business Case** – Information that describes the justification for setting up and continuing a PRINCE2 project. It provides the reasons (and answers the question: 'Why?') for the project. An outline Business Case should be in the Project Mandate. Its existence is checked as part of the Project Brief, and a revised, fuller version appears in the Project Initiation Document. It is updated at key points, such as end stage assessments, throughout the project.
- **Checkpoint Report** – A progress report of the information gathered at a checkpoint meeting which is given by a team to the Project Manager and provides reporting data as defined in the Work Package.
- **Communication Plan** – Part of the Project Initiation Document describing how the project's stakeholders and interested parties will be kept informed during the project.
- **Configuration Management** – A discipline, normally supported by software tools, that gives management precise control over its assets, covering planning, identification, control, status accounting and verification of the products.
- **Customer** – The person or group who commissioned the work and will benefit from the end results.
- **Daily Log** – A record of jobs to do or to check that others have done commitments from the author or others, important events, decisions, or discussions. A Daily Log should be kept by the Project Manager and any Team Managers.

- **End Project Report** – A report given by the Project Manager to the Project Board that confirms the handover of all products and provides an updated Business Case and an assessment of how well the project has done against its Project Initiation Document.
- **End Stage Assessment** – The review by the Project Board and the Project Manager of the End Stage Report to decide whether to approve the next Stage Plan (unless the last stage has now been completed).
- **End Stage Report** – A report given by the Project Manager to the Project Board at the end of each management stage of the project. This provides information about the project performance during the stage and the project status at stage end.
- **Exception Plan** – This is a plan that often follows an Exception Report. For a Team Plan exception, it covers the period from the present to the end of the Work Package; for a Stage Plan exception, it covers the period from the present to the end of the current stage.
- **Exception Report** – Description of the exception situation, its impact, options, recommendation, and impact of the recommendation to the Project Board. This report is prepared by the relevant manager to inform the next higher level of management of the situation.
- **Executive** – The single individual with overall responsibility for ensuring that a project meets its objectives and delivers the projected benefits. This individual should ensure that the project maintains its business focus, that it has clear authority and that the work, including risks, is actively managed. The Executive is the chairperson of the Project Board, representing the customer, and is the owner of the Business case.
- **Follow-on Action Recommendations** – A report that can be used as input to the process of creating a Business Case/Project Mandate for any follow-on PRINCE2 project and for recording any follow-on instructions covering incomplete products or outstanding Project Issues.
- **Highlight Report** – Time-driven report from the Project Manager to the Project Board on stage progress.
- **Issue Log** – Contains all Project Issues including Requests for Change raised during the project. Project Issues are each allocated a unique number and are filed in the Issue Log under the appropriate status.
- **Lessons Learned Log** – An informal collection of good and bad lessons learned about the management and specialist processes and products as the project progresses. At the end of the project, it is formalized and structured into a Lessons Learned Report.
- **Lessons Learned Report** – A report that describes the lessons learned in undertaking the project and includes statistics from the quality control of the project's management products. It is approved by the Project Board and then held centrally for the benefit of future projects.
- **Post-Project Review** – One or more reviews held after project closure to determine if the expected benefits have been obtained. Also known as post-implementation review.
- **PRINCE2** – A method that supports some selected aspects of project management. The acronym stands for **P**ROjects **I**N **C**ontrolled **E**nvironments.
- **Product** – Any input to or output from a project. PRINCE2 distinguishes between management products and specialist products. A product may itself be a collection of other products.
- **Product-based Planning** – A four-step technique leading to a comprehensive plan based on creation and delivery of required outputs. The technique considers prerequisite products, quality requirements, and the dependencies between products.
- **Product Breakdown Structure** – A hierarchy of all the products to be produced during a plan.

- **Product Description** – A description of a product's purpose, composition, derivation, and quality criteria. It is produced at planning time, as soon as possible after the need for the product is identified.
- **Product Flow Diagram** – A diagram showing the sequence of production and interdependencies of the products listed in a Product Breakdown Structure.
- **Project Approach** – A description of the way in which the work of the project is to be approached. For example: Are we building a product from scratch or buying in a product that already exists? Are the technology and products that we can use constrained by decisions taken at a corporate level?
- **Project Assurance** – The Project Board's responsibilities to assure itself that the project is being conducted correctly.
- **Project Brief** – A description of what the project is to do; a refined and extended version of the Project Mandate, which the Project Board approves and which is input to project initiation.
- **Project Initiation Document** – A logical document that brings together the key information needed to start the project on a sound basis and to convey that information to all concerned with the project.
- **Project Issue** – A term used to cover any concern, query, Request for Change, suggestion, or Off-Specification raised during the project. They can be about anything to do with the project.
- **Project Management** – The planning, monitoring, and control of all aspects of a project and the motivation of all those involved in it to achieve the project objectives on time and to the specified cost, quality, and performance.
- **Project Management Team** – Covers the entire management structure of Project Board, Project Manager, plus any Team Manager, Project Assurance, and Project Support roles.
- **Project Manager** – The person given the authority and responsibility to manage the project on a day-to-day basis to deliver the required products within the constraints agreed with the Project Board.
- **Project Mandate** – Information created externally to the project that forms the terms of reference and is used to start up the PRINCE2 project.
- **Project Plan** – A high-level plan showing the major products of the project, when they will be delivered and at what cost. An initial Project Plan is presented as part of the Project Initiation Document. This is revised as information on actual progress appears. It is a major control document for the Project Board to measure actual progress against expectations.
- **Project Quality Plan** – A plan defining the key quality criteria, quality control, and audit processes to be applied to project management and specialist work in the PRINCE2 project. It will be part of the text in the Project Initiation Document.
- **Project Support** – An administrative role in the project management team. Project support can be in the form of advice and help with project management tools, guidance, administrative services such as filing, and the collection of actual data. The provision of any Project Support on a formal basis is optional. Tasks either need to be done by the Project Manager or delegated to a separate body and this will be driven by the needs of the individual project and Project Manager.
- **Quality Log** – Contains all planned and completed quality activities. The Quality Log is used by the Project Manager and Project Assurance as part of the reviewing process.
- **Quality Review** – A quality review is a quality checking technique with a specific structure, defined roles and procedure designed to ensure a producer's completeness and adherence to standards. The participants are drawn from those with an interest in the product and those with the necessary skills to review its correctness.

- **Request for Change** – A means of proposing a modification to the current specification of a product. It is one type of Project Issue.
- **Risk** – Risk can be defined as uncertainty of outcome, whether positive opportunity or negative threat. Every project has risks associated with it. Project Management has the task of identifying risks that apply and taking appropriate steps to take advantage of opportunities that may arise and avoid, reduce, or react to threats.
- **Risk Log** – Contains all information about the risks, their analysis, countermeasures and status.
- **Senior Supplier** – The Project Board role that provides knowledge and experience of the main discipline(s) involved in the production of the project's deliverable(s). Represents the supplier interests within the project and provides supplier resources.
- **Senior User** – The Project Board role accountable for ensuring that user needs are specified correctly and that the solution meets those needs.
- **Sponsor** – Not a specific PRINCE2 role but often used to mean the major driving force of a project. May be the equivalent of Executive or corporate management.
- **Stage** – A stage is the section of the project that the Project Manager is managing on behalf of the Project Board at any one time, at the end of which the Project Board wishes to review progress to date, the state of the Project Plan, Business Case, and risks, and the next Stage Plan in order to decide whether to continue with the project.
- **Stakeholders** – Parties with an interest in the execution and outcome of a project. They would include business streams affected by or dependent on the outcome.
- **Supplier** – The group or groups responsible for the supply of the project's specialist products.
- **Team Manager** – A role that may be employed by the Project Manager or Senior Supplier to manage the work of project team members.
- **Tolerance** – The permissible deviation above and below a plan's estimate of time and cost without escalating the deviation to the next level of management. Separate tolerance figures should be given for time and cost. There may also be tolerance levels for quality, scope, benefit, and risk. Tolerance is applied at project, stage, and team levels.
- **User(s)** – The person or group who will use the final deliverable(s) of the product.
- **Work Package** – The set of information relevant to the creation of one or more products. It will contain a description of the work, the Product Description(s), details of any constraints on production such as time and cost, interfaces, and confirmation of the agreement between the Project Manager and the person or Team Manager who is to implement the Work Package that the work can be done within the constraints.

10.4 Highlight Report (Status Report, Project Report)

Project Highlight Report			

		Manager:			
Project Manager:				Column Regional Manager:	
Project Description				Project Status	
				Schedule	
				Budget	
				Scope	
Project Cost at a Glance					
Project Hours Budgeted:	0.00	Project Hours Used:	0.00	Project Hours Remaining:	0.00
Project Dollars Budgeted:	\$0.00	Project Dollars Used:	\$0.00	Project Dollars Remaining:	\$0.00
Key Milestones/Deliverables	Schedule of Start	Schedule of Finish	% Work Completed	Status	Notes/Additional Information
	Go Live Date				

Major Project Accomplishments to Date
Planned for Next Week

10.5 Phase Completion Sign-off Document (Work Acceptance Form)

Project Phase Sign-Off

This document is used to gather sign-offs for each stage of the project. Sign-off of a stage ensures that before moving on to the next stage in the project, that the requirements that comprise the recently completed stage have been completed, tested and satisfactorily meets the documented specifications.

The requirement(s) listed below can be cross referenced to the Statement of Work for more detailed information.

Phase: Project Initiation

Start Date: mm/dd/yyyy - **End Date:** mm/dd/yyyy

Completion/Delivery Date: [mm/dd/yyyy]

Statement of Work Name: [Name]
Deliverables
List if applicable for this N/A if none
Completed Tasks

Phase: Functional Requirement Document

Start Date: mm/dd/yyyy - **End Date:** mm/dd/yyyy

Completion/Delivery Date: [mm/dd/yyyy]

Statement of Work Name: [Name]
Deliverables
List if applicable for this N/A if none
Completed Tasks

--

Phase: Implementation

Start Date: mm/dd/yyyy - **End Date:** mm/dd/yyyy

Completion/Delivery Date: [mm/dd/yyyy]

Statement of Work Name: [Name]

Deliverables

List if applicable for this N/A if none

Completed Tasks

<ADD others phases as applicable>

Customer Name

Column Technologies, Inc.

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Exhibit 2

Schedule of Compensation

Exhibit 2
Schedule of Compensation

- I. One-time Fees (development and implementation fees only): Column shall invoice the County after completion of, and acceptance by OIIG, for the following milestones:

Task	Milestone Cost
Phase 1 - Requirements Analysis / Application Design	
Create PID / Project Plan	
Milestone 1 - Requirements Analysis / Application Design	\$5,000.00
Requirements Analysis Workshops	
Project Management - Highlight Reports	
Case Management Foundation Workshop	
Case Management Investigative - IG Workshop	
Integrations Workshop	
Architecture Workshop	
Reporting Workshop	
Requirements and Design Documentation	
Creation of Standard Use Cases	
Create/Review Functional Requirements Overview	
Creation of Functional Requirements Document	
Document Review and Acceptance	
Milestone 2 - Requirements Analysis / Application Design	\$12,700.00
Phase 2 - Case Management IG Implementation	
Installations	
Project Management - Highlight Reports	
Development	
Test / QA	
Production	
Milestone 3 - Installations	\$31,230.00
Case Management Configurations and Customizations	
Project Management - Highlight Reports	
Load Foundation Configurations (Categorizations, Support Groups, Sites)	
Case Application Configurations (Menus, Complaint Templates, Case Templates, Scripts)	
Case Application Customizations (Custom Complaint Intake, OIIG Required Fields and Workflow)	
Integrations	
Project Management - Highlight Reports	
Active Directory Authentication	
E-Mail (Incoming and Outgoing)	
Reporting	
Project Management - Highlight Reports	
Custom Report Development	
Data Migration Activities	

Project Management - Highlight Reports	
Legacy OIIG System to Case Management Data Migrations	
Testing Activities	
Project Management - Highlight Reports	
Migration to Test	
Unit and System Testing	
Review Test Scripts/Demo	
UAT Testing / Remediation	
Milestones - Migration and Testing	\$31,842.50
Documentation and Knowledge Transfer	
Project Management - Highlight Reports	
Finalize Documentation and Review	
Knowledge Transfer	
Training Activities	
Project Management - Highlight Reports	
Training Discovery	
Modifications to Training Manual/Create PPTs	
Training Sessions	
Production Rollout / Post Live Support	
Project Management - Highlight Reports	
Migration Planning	
Migration to Production	
Production Rollout	
Post Go-Live Support	
Milestones - Documentation, KT, Training and Production Rollout	\$26,607.50
Fixed Cost	\$104,637.50

II. One-time Fees (application and license only):

- a. Column Case Management Investigative Application
 - i. One (1) Enterprise License
 - ii. One-time cost of \$35,000.00

Total Cost for Column Case Management Application shall be \$35,000.00

- b. Column Case Management Fixed User License
 - i. Twenty-five (25) user licenses
 - ii. One-time cost of \$1,200.00 per user license

Total Cost for Column Case Management Fixed User Licenses shall be \$30,000.00

III. Recurring Annual Fees (Maintenance and Support):

- a. Maintenance and Support shall be billed at 20% of net license costs.
- b. Annual Cost shall be \$13,000.00

Total Cost for Support and Maintenance shall be \$39,000.00

Office of the Independent Inspector General Case Management Solution

Maximum Compensation: Compensation under this Contract shall not exceed **\$208,637.50** without proper authorization per Section 10.c. Except for any change requests caused by the County after the Effective Date of this Agreement (and such changes must be approved by the County's Chief Procurement Officer), Column shall bear all cost and responsibility for tendering all Deliverables at the fixed fee set forth in this Agreement.

Exhibit 3

Global Master License Agreement

GLOBAL MASTER LICENSE AGREEMENT

This Master License Agreement ("Agreement") is between _____ a _____ corporation located at _____ and is an exhibit to the agreement dated _____. County shall be referenced as "Customer" and the appropriate Column entity listed in Section 20 of this Agreement ("Column"). Territory: The country where Customer acquired the license.

1. **DEFINITIONS** "Licensed Capacity" is the amount of each Product licensed as established in any product order ("Order") is an agreed written or electronic document identifying the Products to be licensed, subject to the terms of this Agreement. "Product" is either (1) software and any updates for the software and/or (2) an application or plug-in (and any updates thereto) that uses BMC ITSM Suite service process management platform ("Platform") and the Platform is either: (a) separately licensed to Customer by BMC Software, Inc or (b) is sublicensed to Customer under the terms of this Agreement, in which case the term "Product" as hereinafter used includes the term "Platform". The Product includes all accompanying Documentation delivered to Customer, including all items delivered by Column to Customer under Support, if any. "Support" is the support services program as further specified in this Agreement. **BOTH PARTIES OBJECT** to any additional or different terms in any: (a) install of the document other than the Agreement, including the purchase order and any subsequent clickwrap or shrinkwrap document, other than those that establish Product, price and Licensed Capacity in accordance with this Agreement. The terms "License Restrictions" and "Units of Measurement" are defined in the AR System product and both terms apply to this license

2. **LICENSE** Subject to the terms of this Agreement, Column grants Customer an irrevocable (except as provided herein), non-exclusive, non-transferable, perpetual license, as specified in the relevant Order, to exercise the following rights to the Product up to the Licensed Capacity Product on any one of Customer's owned or leased hardware at a facility owned or controlled by Customer in the Territory or, for the sole purpose of enabling Customer's internal use of the Products, at a facility of Customer's contractor or hosting provider; (b) operate solely for processing Customer's own data in Customer's business operations, and (c) make one copy of the Product for archival purposes only and one copy of the Product for failover or disaster recovery purposes (collectively a "License"). If the Product design permits modification, then Customer may only use such modifications or new software programs for its internal purposes and otherwise consistent with the License. Affiliates may use and access the Products and Support under the terms of this Agreement, and Customer is responsible for its Affiliates compliance with the terms of this Agreement.

3. **RESTRICTIONS.** Customer will not: (a) copy, operate or use any Product in excess of the applicable Licensed Capacity; (b) modify, delete or remove any ownership, title, trademark, patent or copyright notices ("Identification") from any Product; (c) copy any Product or any portion of any Product without reproducing all Identification on each copy or partial copy; (d) disassemble, reverse engineer, decompile or otherwise attempt to derive any Product source code from object code, except to the extent expressly permitted by applicable law despite this limitation without possibility of contractual waiver; (e) distribute, rent, lease, sublicense or provide the Product to any third party or use it in a service bureau, outsourcing environment, or for the processing of third party data; (f) provide a third party with the results of any functional evaluation, or performance tests, without Column's prior written approval; (g) attempt to disable or circumvent any of the licensing mechanisms within the Product; or (h) violate any other usage restrictions contained in the Documentation; provided that Customer may make and use modifications of the Documentation subject to the license above.

4. **PRODUCT PERFORMANCE WARRANTY.** Column warrants that (a) the Product will perform in substantial accordance with its Documentation for a period of one year from the date of the first Order, (b) Column has used commercially reasonable efforts consistent with industry standards to scan for and remove software viruses, and (c) other than passwords that may be required for the operation of the Product, Column has not inserted any code that is not addressed in the Documentation and that is designed to delete, interfere with or disable the normal operation the Products in accordance with the License. This warranty will not apply to any problems caused by hardware, software other than the Product, or misuse of the Product use of the Product other than as provided by the applicable License, modification of the Product, or claims made either outside the warranty period or not in compliance with the notice and access requirements set forth below.

5. **LIMITED REMEDIES.** Customer's remedy, for breach of the above warranty is limited to: Column's use of commercially reasonable efforts to have the Product perform in substantial accordance with its Documentation, or replacement of the non-conforming Product within a reasonable period of time, or if Column cannot have the Product perform in substantial accordance with its Documentation replace the Product within such time period, then Column will refund the amount paid by Customer for the License for that Product. Customer's rights and Column's obligations in this section are conditioned upon Customer's providing Column during the warranty period (a) full cooperation and access to V2.1060414

the Product in resolving any claim; and (b) written notice addressed to the Column Legal Department that includes notice of the claim, a complete description of the alleged defects sufficient to permit their reproduction in Column's development or support environment, and a specific reference to the Documentation to which such alleged defects are contrary.

6. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE PRODUCT IS PROVIDED WITH NO OTHER WARRANTIES WHATSOEVER, AND COLUMN, ITS AFFILIATES AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COLUMN DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS CAN BE CORRECTED.

7. **PAYMENTS AND DELIVERY.** Customer will pay each License fee and/or Support fee upon receipt of invoice. Customer is exempt from Federal Excise Tax by virtue of Exemption Certificate No. 36-75-0038K and exempt from State of Illinois Sales Tax under Identification No. E-9998-2013-05. For Products that are delivered electronically, upon request from Column, Customer agrees to provide Column with Documentation supporting that the designated Product was received electronically. All Products are licensed FCA ("Free Carrier") shipping point. The Products are accepted on the date Column delivers the Product to the Customer either physically or by providing access codes for electronic download, whichever occurs first, however, such acceptance will not affect the Product Performance Warranty provided in this Agreement.

8. **PROPRIETARY RIGHTS AND CONFIDENTIALITY.** (a) Column, its Affiliates or licensors retain all right, title and interest to the Product, Support and all related intellectual property and proprietary rights. The Product and all third party software provided with the Product are protected by applicable copyright, trade secret, industrial and other intellectual property laws. Customer may not remove any product identification, copyright, trademark or other notice from the Product. Column reserves any rights not expressly granted to Customer in this Agreement. (b) "Confidential Information" means all proprietary or confidential information that is disclosed to the recipient ("Recipient") by the discloser ("Discloser"), and includes, among other things (i) any and all information relating Discloser financial information, customers, employees, products or services, including, without limitation, software code, flow charts, techniques, specifications, development and marketing plans, strategies, forecasts, and proposal related documents and responses; (ii) as to Column, and its licensors, the Product and any third party software provided with the Product; and (iii) the terms of this Agreement, including without limitation, Product pricing information. Confidential Information does not include information that Recipient can show: (a) was rightfully in Recipient's possession without any obligation of confidentiality before receipt from the Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without violation of a duty of confidentiality; or (d) is independently developed by or for Recipient. Recipient may not disclose Confidential Information of Discloser to any third party or use the Confidential Information in violation of this Agreement. The Recipient (i) will exercise the same degree of care and protection with respect to the Confidential Information of the Discloser that it exercises with respect to its own Confidential Information and (ii) will not, either directly or indirectly, disclose, copy, distribute, republish, or allow any third party to have access to any Confidential Information of the Discloser. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to Recipient's employees and agents who have the need to know provided that such employees and agents have legal obligations of confidentiality substantially the same (and in no case less protective) as the provisions of this Agreement. (c) Notification Obligation. If the Recipient becomes aware of any unauthorized use or disclosure of Discloser's Confidential Information, then Recipient will promptly and fully notify the Discloser of all facts known to it concerning such unauthorized use or disclosure. In addition, if the Recipient or any of its employees or agents are required (by oral questions, interrogatories, requests for information, or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any of Discloser's Confidential Information, the Recipient will not disclose the Discloser's Confidential Information without providing the Discloser with commercially reasonable advance prior written notice to allow Discloser to seek a protective order or other appropriate remedy or to waive compliance with this provision. In any event, the Recipient will exercise its commercially reasonable efforts to preserve the confidentiality of the Discloser's Confidential Information, including, without limitation, cooperating with Discloser to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information. Notwithstanding the foregoing, Customer agrees that Column may include Customer's name on customer lists.

9. **DISCLAIMER OF DAMAGES.** [INTENTIONALLY OMITTED] EXCEPT FOR VIOLATIONS OF LICENSE (SECTION 2), RESTRICTIONS (SECTION 3), PROPRIETARY RIGHTS AND CONFIDENTIALITY (SECTION 8) AND FOR INFRINGEMENT CLAIMS (SECTION 11), AND EXCEPT FOR SITUATIONS INVOLVING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT NEITHER PARTY, ITS AFFILIATES OR COLUMN'S LICENSORS ARE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THIS AGREEMENT, SUPPORT, THE PRODUCT OR ANY THIRD PARTY CODE OR SOFTWARE PROVIDED WITH THE PRODUCT (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST COMPUTER USAGE TIME, AND

DAMAGE TO, OR LOSS OF USE OF DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IRRESPECTIVE OF NEGLIGENCE OF A PARTY OR WHETHER SUCH DAMAGES RESULT FROM A CLAIM ARISING UNDER TORT OR CONTRACT LAW, OR (B) DAMAGES OF ANY KIND IN AN AMOUNT GREATER THAN THE AMOUNT OF ACTUAL, DIRECT DAMAGES UP TO THE CAP. THE TERM "CAP" MEANS (I) IF COLUMN IS THE PAYOR, THE AMOUNT PAID BY CUSTOMER FOR THE LICENSE TO THE PRODUCT GIVING RISE TO SUCH DAMAGES AND (II) IF CUSTOMER IS THE PAYOR, THE GREATER OF THE AMOUNT PAID OR PAYABLE, BY CUSTOMER FOR THE LICENSE TO THE PRODUCT GIVING RISE TO SUCH DAMAGES.

10. TRIAL LICENSE. Column may determine, in its sole discretion, to make products available to Customer without an Order and without charge. Such products are deemed to be "Products" pursuant to this Agreement except that (a) they are provided to Customer solely so that Customer may evaluate internally whether to acquire a license to the products for a fee, (b) the license term for such products is thirty (30) days; (c) the Products are provided "AS IS" and without any warranty or support, and (d) the products cannot be put into productive use or included as part of Customer's business processes in any manner, unless or until they are expressly licensed and paid for under an Order. Column may terminate all of Customer's rights and licenses to these products for Column's convenience upon notice to Customer.

11. INFRINGEMENT CLAIMS.[] If a third party asserts a claim against Customer asserting that Customer's use of a Product in accordance with this Agreement violates that third-party's patent, trade secret or copyright ("Infringement Claim"), then Column will, at its own expense: (a) defend or settle the Infringement Claim; and (b) indemnify Customer for any damages finally awarded against Customer, but only if: Customer promptly notifies Column of any Infringement Claim, Column retains sole control of the defense of any Infringement Claim and all negotiations for its settlement or compromise, and Customer provides all reasonable assistance requested by Column. Column's obligations above will not apply if the Infringement Claim is based on (i) the use of Product in combination with products not supplied or approved by Column in writing or in the Product's user manuals, or (ii) the failure of Customer to use any updates to such Product within a reasonable time after such updates are made available to Customer. If Column believes a Product may violate a right, then Column will, at its expense: (a) modify the Product, or (b) procure the right to continue using the Product, and if (a) or (b) are not commercially reasonable, terminate Customer's right to use the Product and (1) for any perpetual licenses, issue a refund based upon the applicable license fees paid, prorated over 48 months from the date of the Order under which the Products are initially licensed; and (2) for any non-perpetual licenses, release Customer from its obligation to make future payments for the Product or issue a pro rata refund for any fees paid in advance. This section contains Customer's exclusive remedies and Column's sole liability for Infringement Claims.

13. EXPORT CONTROLS. By using the Technology (as this term is defined below), Customer acknowledges that it is responsible for complying with the applicable laws and regulations of the United States and all other relevant countries relating to exports and reexports. Customer agrees that it will not download, access, license or otherwise export or re-export, directly or indirectly, any software code (delivered as a Column Product, through support/maintenance, or through other services), any technical publications relating to the software code, such as release notes, reference, user, installation, systems administrator and technical guidelines, or services (collectively, "Technology") in violation of any such laws and regulations, including regulations prohibiting export to certain restricted countries ("Restricted Countries"), or without any written governmental authorization required by such applicable laws. The list of Restricted Countries can and does change from time to time. It currently includes Cuba, Iran, North Korea, Sudan and Syria. In particular, but without limitation, the Technology may not be downloaded, licensed, transferred or otherwise exported or re-exported, directly or indirectly, including via remote access (a) into a Restricted Country or to a national or resident of a Restricted Country; (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or Other Blocked Persons, the U.S. Commerce Department's Denied Parties List, Entity List, or Unverified List; or (c) to or for any proliferation-related (nuclear weapons, missile technology, or chemical/biological weapons) end use. By downloading, licensing and/or using the Technology, Customer represents and warrants that (w) it is not located in, under the control of, acting on behalf of, or a national or resident of any Restricted Country; (x) Customer is not on any list in (b) above; (y) Customer is not involved in any end use listed in (c) above; and (z) no U.S. federal agency has suspended, revoked, or denied its export privileges. Customer agrees that all rights to use the Technology are granted on the condition that such rights are forfeited if it fails to comply with these terms.

14. AUDIT. If requested by Column not more than once a year, Customer agrees to deliver to Column periodic product usage reports generated from specific products (when available) or written reports, whether generated manually or electronically, specifying Customer's use of the Product. Additionally, if requested by Column not more than once a year, Customer agrees to allow Column to perform an audit at Customer's facilities during normal business hours to ensure compliance with the terms of this Agreement. Customer agrees to reasonably cooperate during any such audit and to provide reasonable access to its information and systems. If an audit reveals that Customer has exceeded the Licensed Capacity for a Product, Customer agrees to pay the applicable fees for additional capacity. If the understated capacity

exceeds 5% of the Licensed Capacity of the applicable Product, then Customer agrees to also pay Column's reasonable costs of conducting the audit.

15. **GOVERNING LAW.** This Agreement is governed by the substantive laws in force, without regard to conflict of laws principles: (a) in the State of Illinois, if you acquired the License in the United States, Puerto Rico, or any country in Central or South America; (b) in the Province of Ontario, if you acquired the License in Canada (subsections (a) and (b) collectively referred to as the "Americas Region"); (c) in Singapore, if you acquired the License in Japan, South Korea, Peoples Republic of China, Special Administrative Regions of Hong Kong or Macau, Taiwan, Philippines, Indonesia, Malaysia, Myanmar, Singapore, Brunei, Vietnam, Cambodia, Laos, Thailand, India, Pakistan, Australia, New Zealand, Papua New Guinea or any of the pacific island states (collectively, "Asia Pacific Region"); or (d) in the Netherlands, if you acquired the License in any other country not described above. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed in its entirety.

16. **Dispute resolution.** Except for a dispute in equity ("Equity Dispute"), if a dispute at law arises under this Agreement (a "Dispute"), then prior to bringing any suit, action or proceeding in connection with such Dispute, a party must first give written notice of the Dispute to the other party describing the Dispute and requesting it be resolved pursuant to this dispute resolution process (the "Dispute Notice"). If the parties are unable to resolve the Dispute within thirty (30) days of delivery of the Dispute Notice, then each party shall promptly (but no later than five (5) business days thereafter) (a) appoint a designated representative who has sufficient authority to settle the Dispute and who is at a higher management level than the person with direct responsibility for the administration of this Agreement (the "Designated Representative"), and (b) notify the other party in writing of the name and contact information of such Designated Representative. The designated representatives shall then meet as often as they deem necessary in their reasonable judgment in order to discuss the Dispute and negotiate in good faith to resolve the Dispute. The Designated Representatives shall mutually determine the format for such discussions and negotiations, provided that all reasonable requests for relevant information relating the Dispute made by one party to the other party shall be honored. If the parties are unable to resolve the Dispute within sixty (60) days after the appointment of both Designated Representatives, then either party may proceed with any other available remedy.

Should the parties, after engaging in the dispute resolution fail to resolve the disputes between the parties, any action seeking legal remedies shall be brought in either the Circuit Court of Cook County or the Federal District Court for the Northern District of Illinois.

17. **U.S. FEDERAL ACQUISITIONS.** This Article applies to all acquisitions of the commercial Product subject to this Agreement by or on behalf of the federal government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the federal government. By accepting delivery of the Product, the government hereby agrees that the Product qualifies as "commercial" within the meaning of the acquisition regulation(s) applicable to this procurement. The terms and conditions of this Agreement shall pertain to the government's use and disclosure of the Product, and shall supersede any conflicting contractual terms and conditions. If the license granted by this Agreement fails to meet the government's needs or is inconsistent in any respect with Federal law, the government agrees to return the Product, unused, to Column. The following additional statement applies only to acquisitions governed by DFARS Subpart 227.4 (October 1988): "Restricted Rights – Use, duplication and disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (Oct. 1988)."

18. **MISCELLANEOUS TERMS.** Column is not liable for its failure to perform any obligation under this Agreement during any period in which performance is delayed by circumstances beyond Column's reasonable control. A waiver by a party of any breach of any term of this Agreement will not be construed as a waiver of any continuing or succeeding breach. Customer may not assign or transfer this Agreement or a License to a third party, whether by merger or otherwise. Should any term of this Agreement be invalid or unenforceable, the remaining terms will remain in effect. Each party rejects all additional or conflicting terms of any document other than the Agreement, including any Customer form purchasing document and any subsequent clickwrap or shrinkwrap document. The parties acknowledge they have read this Agreement and agree that it is the complete and exclusive statement of the agreement and supersedes any prior or contemporaneous negotiations or agreements, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified or rescinded except in writing signed by both parties. The prevailing party in any litigation is entitled to recover its attorney's fees and costs from the other party. To the extent Column Products include third party code: if (a) such third party code is provided for use with a Product, it may be used only with that Product; and (b) the documentation contains terms that pertain to such third party code, those terms govern the third party code in place of the terms of the applicable Order and this Agreement; except that the third party terms will not negate or amend the rights granted by Column to Customer or the obligations undertaken by Column in the applicable Order or this Agreement with respect to a Product. If a third party product is provided by Column, and that third party product contains a third party license agreement, Customer's use of and support for such third party product will be governed solely by the third party

license agreement. The parties have agreed that this Agreement and the documents related thereto be drawn up in the English language. Les parties exigent que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais. Customer agrees that Column and its affiliates may refer to Customer as a customer of Column, both internally and in externally published media

19. ASSIGNMENT AND TRANSFERS. Customer may not assign or transfer a Product separate from the applicable Agreement and License, and may not assign or transfer an Agreement or a License, except in the event of a merger with or into, or a transfer of all or substantially all of Customer's assets to, a third party who assumes all of Customer's liabilities and obligations under the Agreement and License, expressly agrees to be bound by and comply with all of the terms of the Agreement and License. Any attempt to assign or transfer an Agreement or License in violation of this provision will be null and void and be treated as a violation of Column's intellectual property rights or use outside the scope of the License.

20. COLUMN ENTITIES. The following licensing entities apply to this Agreement:
In the United States, Column Technologies, Inc. 10 E 22nd Street, Suite 300, Lombard, IL 60148-6105; In Canada, Column Technologies Canada Inc., 5925 Airport Road, Suite 200, Mississauga Ontario L4V 1W1 EMEA (Europe, Middle East and Africa) Column Technologies (UK) Limited. 99 Waterloo Road, Suite 204, London SE1 8XP, United Kingdom (Southeast Asia), Korea, Hong Kong, Taiwan, China, Japan Column Software Technologies Private Limited 107-108, Corporate Plaza, 106A, Senapati Bapat Road, Pune 411016; Australia, New Zealand (Pacific) Column Technologies Australia, Pvt Ltd Suite 302, 530 Little Collins Street, Melbourne VIC 3000.

21. SUPPORT. Customer acquires Column support services ("Support") on the Order. The annual fee for Support will be as stated in a quote at the time of each annual enrollment. Column may change its Support terms, to be effective upon Customer's support anniversary date. Column reserves the right to discontinue Support for a Product where Column generally discontinues such services to all licensees of that Product. If Customer terminates Support and then re-enrolls in Support, Column will charge Customer a reinstatement fee.

Each party hereto warrants and represents that a duly authorized representative of such party has executed this Agreement and this Agreement constitutes a legal valid and binding obligation of such party.

Column Technologies ("Column")

_____ ("Customer")

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 4

Software Support Agreement



SSA

THIS CUSTOMER SOFTWARE SUPPORT AGREEMENT (the "SSA") is effective beginning and ending on the dates listed on the Agreement and is between Licensor and County ("Customer") and is an Exhibit to the Agreement.

This SSA is in effect for the products referenced in Exhibit 2 of the Agreement.

1. DEFINITIONS

1.1 "Criteria for Escalation" shall mean the then current criteria used by Licensor to address any technical support request that cannot be answered by a Licensor technical support engineer. Customers are encouraged to view the current Licensor Criteria for Escalation on Licensor's website located at <http://www.columnit.com/column-services/support/column-criteria-for-escalation.html>. For convenience, the current Escalation Matrix is attached as Appendix A.

1.2 "Documentation" shall mean any user manuals, release notes, installation notes, or other materials in any form provided by Licensor in conjunction with the Software.

1.3 "Error" means a problem that causes the Software to not perform substantially in accordance with the specifications set forth in Licensor's Documentation.

1.4 "Software" shall mean the Software in object code form, together with the Documentation, provided by the manufacturer under a separate license agreement.

1.5 "Release" shall mean any update, enhancement, or code corrections to the Software which is substantially similar to and is marketed under the same product number and nomenclature. A Release is designated by a number to the right of the first or second decimal point (such as Vx.1 or Vx.2 or Vx.2.2).

1.6 "Software Maintenance" shall mean the issuance of new Releases and/or Versions of the Software on an as-needed basis in order to make code corrections or to add functional enhancements.

1.7 "Software Support" shall mean responding to a reasonable amount of technical questions regarding the Software via telephone, facsimile, electronic mail or the World Wide Web.

1.8 "Version" shall mean a specific edition of the Software and is designated by a number located on the left of the decimal point (such as V1.x or V2.x). Each new Version of the Software contains significant functionality changes and/or improvements.

2. SUPPORT PLAN

2.1 The Licensor Continuous Support Plan ensures that customers receive prompt and effective resolution of problems or questions that prevent them from making effective use of their Software. Customer Support requests submitted pursuant to the Licensor Continuous Support plan and on the Schedule will be subject to Licensor's Criteria for Escalation on Appendix A, and the response times below.

Licensor Continuous Support Plan. Licensor Continuous Support Plan provides the most comprehensive support option 24 hours a day, 7 days a week (including published holidays) for Critical production issues only. Licensor will respond within 1-hour on all issues submitted by Customer.

2.2 Response Times.

Customer Support Offering	Hours of Operation	Initial Response Goals	Available with the Purchase of:
Licensor Continuous Support	Continuous Hours for Critical Production Issues 24 hours x 7 days (includes published holidays)	Critical = 1 Hour High = 1 Business Hours Medium = 1 Business Hours Low = 1 Business Hours	+ Service management products + System Management products***

3. COLUMN RESPONSIBILITIES

3.1 Licensor shall provide Customer Support in accordance with the Continuous support plan as indicated above. Once an Error is reported to Licensor, Licensor shall be responsible for investigating such Error in the Software pursuant to the then current Criteria for Escalation.

3.2 Provided that fees due Licensor under this SSA remain current, Licensor shall provide Software Maintenance to Customer which includes providing Customer with the most recent Releases and Versions of the Software. Occasionally, new releases of operating systems and/or third party products may require architectural changes to the Software to ensure compatibility. Under certain circumstances, these changes may not be feasible.

3.3 Licensor shall deliver the level of support as set forth in the plan described in Section 2. Licensor reserves the right to change its support plan at the end of any annual renewal term by providing Customer with notice at least sixty (60) days prior to the anniversary of this SSA

3.4 Licensor shall have no obligation to support; (i) Altered or Customer/Third Party-modified Software, (ii) Altered or Customer/Third Party-modified Documentation, (iii), Derivative works, (iv) Any combination of the supported Software with other software not covered by this SSA, (v) Errors created through Customer's negligence, abuse or misapplication of the Software or used for purposes other than those specified in the Documentation, (vi) Software Errors resulting from a hardware malfunction or Customer's failure to backup data, (vii) Software used on non-qualified computer systems or hardware, and (viii) Customer questions concerning the adaptation or modification of the supported Software

4. CUSTOMER RESPONSIBILITIES

4.1 Customer shall appoint at least one technical representative who will be fully trained, at Customer's expense, and qualified to maintain the integrity of the Software on Customer's system. The technical representative shall at least have a general understanding of Customer's platform and the system. Both parties shall determine how many technical representatives should be appointed based on such factors as the number and complexity of the applications being run and the size of the system being supported. The technical representative(s) shall make all technical communications by Customer to Licensor. All information and materials provided by Licensor pursuant to this SSA shall be routed to the technical representative(s) and shall be protected as confidential information in accordance with Section 7 of this SSA.

4.2 Customer shall read, comprehend, and follow operating instructions and procedures specified in the Documentation.

4.3 Customer shall notify Licensor if problems or Errors with the Software are encountered. Customer shall provide descriptions of the Error to Licensor and shall answer questions and assist Licensor's efforts to duplicate any Software Errors or problems. Subject to Customer's reasonable security requirements, Customer shall provide Licensor with access to and use of information and system facilities determined necessary by Licensor to provide timely Customer Support.

4.4 Customer shall provide remedial corrective action, if necessary, under the direction of Licensor's support personnel.

5. TERM

5.1 Per the Agreement.

6. PAYMENT TERMS

6.1 Per the Agreement

7. CONFIDENTIALITY

7.1 Per the agreement

8 TERMINATION

8.1 Per the Agreement.

9 LIMITED LIABILITY

9.1Per the Agreement.

Licensor

Customer

Signature

Signature

Name

Name

Title

Title

Date

Date

Support Contract Stipulations & Terms

Escalation Path:

The first level of contact should go through the main support number and escalate from there as follows:

Licensors Customer Support

Phone: 1-888-500-7840

Email: LicensorsSupport@LicensorsIT.com

Web: [Licensors Technologies, Customer Support](#)

No response within 1 Business Hour (24x7 for Critical Issues)

Natasha Demos

Customer Support Manager

630-430-9946

No response within 2 Business Hours (24x7 for Critical Issues)

Robert Kutsy

VP Global Customer Support

815-600-0014

Sales Executive:

Appendix A Escalation Matrix

Escalation Matrix

Below is a chart that describes our basic definitions and policies for each level of escalated issue (Customer shall have the ability to determine Severity Levels, which it shall do so reasonably):

Severity Level	Definition of Business Impact	Customer Action Required	Licensor Action Required
Critical	<i>Impacts production environments only.</i> The application is mission critical and the situation is an emergency for the Customer. The loss of service must be complete.	Provide Licensor with a contact either on-site, via telephone, or by pager during the entire time the problem is being resolved. The customer must be able to act immediately on any request Licensor makes to gather data, test, and apply all fixes to their environment.	Licensor schedules critical issues as highest priority, requiring immediate attention, and promptly commits the necessary resources to identify and resolve the problem. The goal is to restore acceptable production functionality as fast as possible.
High	Impacts the production environment or initial deployment in which the application is mission critical to the business.	Provide Licensor with a contact during the entire period the problem is being handled. The customer must respond to Licensor requests within one business day and agree to do whatever is required to gather data, test, and apply all fixes to their environment	High issues are scheduled below Critical issues, but the problems are worked on a high priority basis during Licensor's normal business hours.
Medium	Impacts non-mission critical applications, the development environment, or a secondary, non-mission critical production environment.	Provide Licensor with a contact that can answer questions, if needed.	Licensor will respond to issues and when technically feasible, the manufacturer may provide a patch for the issue prior to the next maintenance release. (Such patches will be made by the manufacturer at their sole discretion on a case-by-case basis.) The manufacturer will also prioritize the error correction for the next maintenance release.
Low	The problem is an inconvenience that results in a minor loss of service, if any, and requires a minor workaround to restore functionality.	Provide Licensor with a contact that can answer questions, if needed.	Licensor will respond to the issues and may resolve the issue in a future release.

Exhibit 5

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/23/2015PRODUCER (312) 346-3090 FAX: (312) 346-3098
Phillips Bros Ins. Agency Inc
2 N. LaSalle Street
Suite 1606
Chicago IL 60602THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.INSURED
Column Technologies, Inc.
10 E. 22nd Street, Suite 300
Lombard IL 60148

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty

25666

INSURER B: Company of America

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	H-630-3629X483	2/1/2015	2/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual Liab.				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	BA-3625X16A	2/1/2015	2/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS / UMBRELLA LIABILITY	CUP-3629X483	2/1/2015	2/1/2016	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	HFUB-3C711613	2/1/2015	2/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER TECH E&O Liability	ZPL14P48662	2/1/2015	2/1/2016	Liability \$10,000,000
	Cyber Liability				Deductible \$25,000
	(Claims Made)				Retro Date 7/9/01

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Cook County, its officials, employees and agents as additional insureds with respect to operations performed on primary and non-contributory basis with waiver of subrogation with regards to General Liability as required by written contract.

CERTIFICATE HOLDER

Cook County
Office of the Chief Procurement Officer
118 N. Clark St., Room 1018
Chicago, IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kevin Phillips

Exhibit 6

Board Authorization

in order to meet current obligations? What was the balance in the account on that date, and what was the balance 30 days prior to that date?

5/15/2015, \$0.00, \$2,300.00

How was the account used for the source of transferred funds identified? List any other accounts that were also considered (but not used) as the source of the transferred funds.

Account 335-240, Printing and Publishing, was identified as the source of the transfer of funds to provide additional encumbrance for professional services of three I.T. programmers. This is because the purchase of Personal Issue Traffic tickets for the City of Chicago and Suburban Traffic Tickets in 2014 with FY 2014 funds, while awaiting the bid and award of a new traffic ticket contract, reduced the need for a larger order of tickets in 2015. The new contract was awarded and a purchase order was received on 4/8/2015. The order is currently in process and, therefore, additional tickets will not be needed until FY 2016, hence the availability of funds for the transfer.

Identify any projects, purchases, programs, contracts, or other obligations that will be deferred, delayed, or canceled as a result of the reduction in available spending authority that will result in the account that funds are transferred from.

None

If the answer to the above question is "none" then please explain why this account was originally budgeted in a manner that caused an unobligated surplus to develop at this point in the fiscal year.

As a result of supplemental tickets ordered in 2014 with FY 2014 funds, we anticipate an additional FY 2015 order for traffic tickets will be less than previously anticipated, hence the availability of funds in Account 335-240 for the transfer.

OFFICE OF THE INDEPENDENT INSPECTOR GENERAL

15-4242

Presented by: PATRICK M. BLANCHARD, Inspector General

PROPOSED CONTRACT

Department(s): Cook County Office of the Independent Inspector General

Vendor: Column Technologies, Inc., Lombard, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Development and Implementation of a Case Management System for OIIG

Contract Value: \$208,637.50

Contract period: 8/5/2015 - 10/4/2018 with two (2) one (1) year renewal options

Potential Fiscal Year Budget Impact: FY 2015 Account 140808645-579 (\$169,637.50), Account 080-441 (\$13,000.00), FY 2016 080-441 (\$13,000.00), FY 2017 080-441 (\$13,000.00)

Accounts: 1408008645-579 (\$169,637.50), 080-441 (\$13,000.00)

Contract Number(s): 1418-13402

Concurrences:

The vendor has met the Minority and Women Owned Business Enterprise Ordinance.

The Chief Procurement Officer concurs.

Summary: The Office of the Independent Inspector General (OIIG) requests Board approval of a contract with the Column Technologies, Inc. for a Case Management System to more effectively and efficiently fulfill its investigative mission. This system will enable the OIIG to better track and document investigations, track evidence, index and search names and produce administrative reports. The system will give investigators the capability to quickly access case information, current and historic, and communicate directly with supervisory personnel regarding milestones in each case. It will serve as an enhancement to the investigative processes for the investigator as well as the supervisor. This type of system has become the standard for inspector general offices nationwide as well as law enforcement agencies.

Request for Proposals (RFP) procedures were followed in accordance with the Cook County Procurement Code. Column Technologies, Inc. was recommended based on established evaluation criteria.

OFFICE OF THE SHERIFF
DEPARTMENT OF CORRECTIONS

15-1906

Presented by: THOMAS J. DART, Sheriff of Cook County

PROPOSED CONTRACT AMENDMENT

Department(s): Cook County Department of Corrections

Vendor: 3M Electronic Monitoring, Inc., Odessa, Florida

Request: Authorization for the Chief Procurement Officer to increase contract

Good(s) or Service(s): Electronic Monitoring Services - Radio Frequency Technology

Original Contract Period: 3/1/2013 - 2/28/2016, with two (2), one (1) year renewal options

Proposed Contract Period Extension: N/A

Total Current Contract Amount Authority: \$8,059,200.00

Original Approval (Board or Procurement): 2/5/2013, \$8,059,200.00

Previous Board Increase(s) or Extension(s): N/A

Previous Chief Procurement Officer Increase(s) or Extension(s): N/A